

DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION

AGENCY PURCHASING PROCEDURES MANUAL
Revision Twelve

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1. INTRODUCTION

The Purchasing Manual, issued by the Department of General Services, Purchasing Division, supplements the Rules of the Department of General Services, Purchasing Division, and describes the procedures that are to be followed by State agencies in the handling of procurement activities (Tenn. Code Ann. § 4-3-1103).

The authority for all purchases is vested in the Department of General Services, Purchasing Division. The Purchasing Division may delegate limited purchase authority to State agencies by rule or purchase order.

1.1. Board of Standards

This manual has been approved by the Board of Standards and, subject to the Rules of the Department of General Services (DGS), Purchasing Division, supersedes and replaces all previous related publications. This manual shall be considered as the authority for all purchasing procedures for State departments and agencies. (Rule 0690-1-3-.01)

1.2. Tennessee On-Line Purchasing System

All state agencies are to utilize the Tennessee On-Line Purchasing System (TOPS) for processing all purchasing documents except where herein noted. TOPS is the state's automated procurement system. The cost for TOPS related activities are prorated and billed monthly to user agencies. In order to keep processing and computer storage costs to a minimum, like items should be consolidated wherever possible when processing agency purchase requirements. The DGS Purchasing intranet site www.intranet.state.tn.us/generalerv/purchasing/purchasing.htm may be utilized to access the TOPS User Manual and TOPS Security Request Form. The TOPS user manual has been developed for instruction on all aspects of TOPS usage. Contact the TOPS Help Line at (615) 741-3333 to schedule participation in a TOPS training.

1.3 Minimums Statutes and Rules Governing Purchasing (formerly Preface)

Employment in a public purchasing entity is a public trust. Employees involved in purchasing or procurement must conduct themselves in such a manner as to ensure the integrity of the competitive bid process and to allow all duly qualified and responsible bidders equal access to the purchasing process. To achieve this end, it is imperative that those involved in purchasing or procurement observe at a minimum the statutes and rules promoting ethical standards listed herein.

1. It is unlawful for any State official whose duty it is to vote for, let out, overlook, or in any manner to superintend, any work or any contract in which any governmental entity created by statute is interested to be directly or indirectly interested in any such contract (Tenn. Code Ann. § 12-4-101).
2. It is unlawful for any State official or employee to bid on, sell, or offer to sell any merchandise, equipment, material, or similar commodity, to the State of Tennessee during the tenure of his/her office or employment, and for six (6) months thereafter, or to have any interest in the selling of same to the State (Tenn. Code Ann. § 12-4-103).
3. No officer or employee of the Department of General Services nor any member of the Board of Standards, nor any head of any State department, institution or agency, nor any employee of any State department, institution, or agency charged with the responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Tennessee may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation. (Tenn. Code Ann. § 12-3-106)
4. It shall be unlawful for any State department to purchase any supply, material or equipment covered by a term contract from any other source. The head of the department, institution, or agency shall be personally liable for the cost of any supplies, materials, or equipment unlawfully purchased and paid for out of state moneys (Tenn. Code Ann. § 12-3-105).
5. Only the Commissioner of General Services is authorized to bind the State in a contractual agreement. Contracts signed by other personnel are null and void and do not obligate the State for payment for goods or services unless contracted for under authorization of Delegated Purchase Authority or Emergency Purchase.
6. Procurement requirements shall not be artificially divided so as to appear to be purchases of under \$5,000, therefore constituting a small value delegation. Such practice is referred to as a "split invoice" [Tenn. Code Ann. § 12-3-210(a)].
7. Whenever possible, all specifications for materials, supplies and equipment purchased by the State of Tennessee or any of its departments, institutions, or agencies shall be worded or designed so as to permit open and competitive bidding for the supplying of the articles or commodities to which they apply (Tenn. Code Ann. § 12-3-502).
8. Any statement or agreement in which the bidder is asked to indicate a willingness to meet the low price, if such bidder is not the low bidder, is adverse to the competitive bidding process and shall not be included in any competitive bid contract or Invitation to Bid to be awarded by the State, its agencies, departments, political subdivisions, or institutions of higher learning (Tenn. Code Ann. § 12-4-111).

9. Tenn. Code Ann. § 12-3-210 (b), require that agencies secure at least three (3) competitive bids, on all delegated purchases which exceed \$2,000 Section 12-3-804 further requires all agencies to actively solicit bids from minority owned, woman owned and small businesses. A current listing of active and certified minority owned, woman owned and small businesses can be found on the Governor's Office of Diversity Business Enterprise Intranet website at <http://intranet.state.tn.us/businessopp.activbus.pdf>.
10. All delegated purchases shall, whenever practical, be based upon at least three (3) competitive bids. (Tenn. Code Ann. § 12-3-210).
11. The Department of General Services complies with Title VI of the Civil Rights Act of 1964, as codified in 42 United States Constitution, Section 2000D, which states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal assistance."
12. The Department of General Services does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities in compliance with ADA (Americans with Disability Act of 1990) 42 United States Constitution, Section 12101.
13. All members and staff of the Board of Standards and all state procurement personnel, except those specifically exempted under Tenn. Code Ann. § 12-3-103, are required to abide by a formal written policy on ethics and conflict of interest. All State departments are to require appropriate personnel to sign a statement that is made part of the employee performance evaluation file. Exhibit 22 is to be utilized for this purpose.
14. Use of Government Property. No state employee or official shall use the facilities, equipment, personnel, or supplies, of the State of Tennessee for other than officially approved activities, except to the extent that they are lawfully available to the general public.

2. COMMUNICATION CHANNEL

2.1. Agency Procurement Officer

The head of each State department, institution, or agency is required to designate the personnel within the organizations that are authorized to initiate procurement documents and to notify the Department of General Services, Purchasing Division, of this designation. All procurement training including automated system purchasing procedures and ethics must be successfully completed prior to securing procurement authorization. TOPS Security Request Form GS-0619

(Reference Exhibit 1), has been designed to secure this information and to establish an official line of communication.

2.2. Appointing Authority

The line of communication should be authorized by the head of each department by appointing procurement officers who will receive all purchasing publications and who will communicate directly with the Purchasing Division. The line of communication may be limited to a single procurement officer for each agency within the department; procurement officers appointed for operating sections; or any combination of the above.

2.3. Distribution of Purchasing Information

Distribution and communication of purchasing information will be limited to the designated procurement personnel.

3. DEFINITIONS

3.1. Standard Purchasing Definitions

Standard Purchasing definitions of common purchasing language for use by all State agencies are included as Exhibit 2. The list has been compiled from two major sources: (1) the Uniform Commercial Code and (2) Appendix D Glossary of Public Purchasing Terms, State and Local Government Purchasing, Fourth Edition. The Uniform Commercial Code was adopted by the State, effective June 30, 1964, and is published as Title 47 of Tennessee Code Annotated (Tenn. Code Ann.).

4. ABBREVIATIONS

4.1. Units of Measurement / Standard Abbreviations

Standard Purchasing abbreviations used in TOPS for units of measurement are included in the TOPS Basic Tables database (BTAB). In order to find a specific abbreviation, the agency may inquire on BTAB for type table UM to view standard abbreviations. (Reference Exhibit 3 for a partial listing).

5. TERMS

5.1. Terms and Conditions

Standard terms and conditions that apply to all Invitations to Bid are automatically printed as part of the bid document. These are normally referred to as the "boiler plate" and require the approval of Director/Assistant Commissioner for any changes, after General Counsel's review.

Special terms and conditions that apply to term contracts are included in the TOPS text database on the TEXT and TXLN screens. The terms consist of multiple choice listing for recurrent needs (i.e. freight, discount, etc). These terms are selected by the purchasing agent in accordance with the specific contract requirements being developed. These terms may be amended as required with the approval of the Director/ Assistant Director.

Permanent changes to special terms and conditions shall require General Counsel's review. To avoid repetition, the statutes and terms that are included in the rules of the Department of General Services, Purchasing Division, are made a part of the Invitation to Bid by reference.

5.2. Standard Agency Lease and Installment Purchase Agreement

The Standard Agency Lease and Installment Purchase Agreement (Reference Exhibit 4) are to be used as a guide for all leases and installment purchases. The State does not sign standard contract forms for a lease or installment purchase agreement with vendors.

Any request for a lease with an option to purchase at the end of the term of such lease should include documentation as to why this method is preferred in lieu of an initial open market purchase. These factors will be utilized in the analysis by Purchasing in determining the best method of purchase. If the lease purchase method is applied, the Invitation to Bid should include a cost for a buy-out at the end of the term of the lease. The Division of Accounts should be notified by the agency prior to the first payment.

6. SPECIFICATIONS

6.1. Description

State agencies are required to recommend specifications to the Purchasing Division (Tenn. Code Ann. § 12-3-501). Specifications shall be functional or performance specifications whenever possible, and must be clearly stated and easily understood. Specifications must be open and competitive with two (2) or more brands and models identified which will meet or exceed the minimum requirements. The requesting agency shall document in RNTE, where it is considered to be impractical to list more than one brand and model meeting the minimum functional or performance specifications stated. The Purchasing Division will review each request.

All brand and model numbers used must be those in current production, available on the market, and familiar to most bidders and followed by the phrase "or equal" (Tenn. Code Ann. § 12-3-502). The usage of brand and model names alone will not be permitted as a substitute for performance or functional specifications except when providing such specifications is not possible. When an item is specified by the use of only a brand name, the words "or equal" should be included.

Agency recommended specifications may be approved as stated or modified by the Purchasing Division to satisfy competitive bid requirements (Tenn. Code Ann. § 12-3-502). Changes to agency minimum specifications should be approved by the requisitioning agency. Approval may be on the PAPV screen or in the RNTE screen in TOPS.

6.2. Specification Formats

Specification data is developed and recorded in TOPS in one of the following formats; Product Comparison or Descriptive Format.

6.2.1. Product Comparison Chart

This is the preferred method for submitting specifications. Agencies should inquire TOPS screen CPRF under the commodity code desired to determine what specifications are included in the commodity database. The user may view any such specifications on the CPCM screen. Agencies desiring to modify an existing specification or add a new specification may do so by utilizing the RPRF and RPCM screens in the requisition database. The purpose of the Product Comparison Chart is to standardize efforts and increase the efficiency of the State by:

1. reducing the knowledge gained from market research to its significant data elements, record these in a simple format, and store them in TOPS in a manner that will ensure instant retrieval; and
2. facilitating evaluation of bids and awards.

The market research or evaluation required in the construction of a Product Comparison Chart (Exhibit 5) is to:

1. identify the characteristics that determine performance;
2. record a unit of measure of performance for each characteristic that affects performance;
3. establish an acceptable minimum unit of measure or performance for each characteristic identified above; and
4. identify acceptable brands.

The minimum acceptable unit of measure of performance should always be such that more than one brand is approved. This is to ensure true competitive bids between brands, not multiple bids for the same brand.

6.2.2. Descriptive Format

This format consists of a conventional listing or paragraph text description of specification data. Recommended specifications in the Descriptive Format shall be entered into TOPS utilizing RTXT and RTXL and contain the following:

1. identity of the product using general terminology in description. [reference following Example (a)];
2. list of the characteristics that determine performance capability and identity of those that are essential in order to meet performance requirements [reference following Example (b)];
3. list of minimum and/or maximum acceptable performance requirements for each characteristic with as much tolerance and flexibility as possible. Unnecessary characteristics or performance requirements may limit competition [reference following Example (c)]; and
4. identity of two or more items by manufacturer, brand and item number that will meet the minimum performance requirements [reference following Example (I)].

EXAMPLE

- | | |
|--------------------------------|--|
| a) Identity..... | Sander/Grinder |
| b) Characteristics..... | Hand Held |
| c) Type Performance..... | electric |
| d) Amps at 120V..... | 5.5 |
| e) Sanding/Grinding Wheel..... | 4 1/2 inch |
| f) RPM..... | 10,000 |
| g) Arbor & Flange..... | 7/8 inch |
| h) Spindle..... | 5/8 inch |
| i) Side Handle..... | Reversible |
| j) Bearings..... | Ball & Needle |
| k) UL Listed..... | Yes |
| l) Brand(s)/Model(s) or equal: | Black & Decker Model 2750
or Milwaukee Model 6145 |

6.2.3. Other requirements which may be included as applicable are as follows:

1. Space Action Request Transmittal (www.state.tn.us/finance/cpm) should be completed if the building's primary systems or office environment will be significantly impacted due to energy demand, heat production, or require space alterations. A building site inspection should be conducted by building management for review of the building's primary systems and office environment. For specific information for completing a Space Action Request Transmittal, contact the Real Property Management Division of the Department of Finance and Administration;
2. Equipment operational requirements such as requirements and/or limitations on environment, water or air cooling, electrical requirements, magnetic-free operations, etc;
3. Site preparation requirements - Any requirements for which the contractor will be responsible, such as electricity, plumbing, etc. Indicate any requirements for which the State will be responsible;
4. Compatibility requirements such as requirements for compatibility with the existing equipment;
5. Conversion requirements such as maintaining the operation of a system while installing a unit and then converting to the operation of new equipment;
6. Installation requirements;
7. Maintenance requirements;
8. Expendable supplies and parts requirements;

9. Warranty on parts and labor; and
10. Service location and response time.

6.3. Standard Specifications

6.3.1. Description

The Purchasing Division is required to review all recommended specifications, to develop and adopt standard specifications for any commodity which shall, insofar as possible, fit the requirements of the majority of all State agencies which shall use the same commodity. After approval and adoption, all standard specifications shall remain in TOPS or on file in the Purchasing Division and be made accessible to the public.

6.4. Standard Specifications by Type

The State utilizes different types of specifications to bid and/or purchase commodities. These specifications normally are based upon one or more of the following areas.

6.4.1. Specifications Based on Standard State Specifications

Items must equal or exceed the specifications listed. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

6.4.2. Specifications Based on Catalogs, Price List, or Price Schedules

Bids are obtained requesting a plus (+) percentage (%), minus (-) percentage (%), or net cost offered as a discount or surcharge applying to the products listed in the catalog, price list, or price schedule described within the Invitation to Bid. A single percentage for each catalog or price list is required, unless otherwise authorized.

6.4.3. Specifications Based on Qualified Products List

Specifications include a list of brands and model numbers that are believed to meet the requirements. Products which have been analytically tested and meet specifications receive Qualified Products List (QPL) approval. For example, the Federal government conducts such testing on products such as tires for tread rating.

6.4.4. Specifications Based on Brand Name

Reference to brand names, trade names, model numbers, or other descriptions peculiar to specific brand products, is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid.

6.5. Exceptions to Standard Specifications

The Commissioner of General Services shall make use of standard specifications when practical. Commodities and services purchased without standard specifications shall be made in accordance with appropriate methods of purchasing (Tenn. Code Ann. § 12-3-504). (Rule 0690-3-1-03).

6.6. Exemptions to Standard Specifications

The Commissioner of General Services or the Commissioner's designee may designate certain materials, supplies, and equipment which are standard in manufacture and competitive in design, that may be purchased without standard specifications (Tenn. Code Ann. § 12-3-504).

6.7. Life Cycle Costing

Acceptable performance requirements may not establish long-term performance capability or value. A particular brand or item may be desired due to its established long-term performance. Whenever there is a probability of other brands meeting the minimum acceptable performance requirements and the long-term performance of the brand is unknown or questionable, a total cost specification design should be used. The Product Comparison Chart technique is uniquely suited to display life-cycle cost data. Life-cycle/total cost specification design should be applied to establish long-term performance capability or value (i.e., energy-efficient products). Examples of life-cycle costing can be found in formulas developed for the evaluation of bids for items such as window air conditioners and water heaters.

6.7.1 Additional Data

Total-cost specifications require additional information in productivity, cost of operation, or end use value.

6.8. Product Testing and Demonstration

Vendors may often offer demonstrations of their products to the user at the agency level. Agencies are required to provide prior written notification for product tests to the, Purchasing Agent Supervisor for the Commodity being tested.

6.9 Agency Suggested Vendors

Agencies are encouraged to include suggested vendors that are to be given an opportunity to bid on a particular requisition. Suggested vendors are to be entered on RQS6 in TOPS.

7. DOCUMENTS

7.1. Requisition for Purchase: TOPS

7.1.1. Requisition for Purchase (Exhibit 6)

A Requisition for Purchase is the method used by State agencies to request procurement action by the Department of General Services Purchasing Division. It is used in the following purchase techniques:

1. A requisition to establish an agency term contract (P1A) or an agency multi-year term contract (P1M) is used to request that a special or agency contract be established for a specific commodity or service. All agency contracts are issued with direct purchase authority unless otherwise noted.
2. A requisition for a one-time purchase (P1) is used to request the purchase of commodities or services in a specific amount for delivery on a one-time basis.
3. A requisition to establish a delegated purchase authority from Bid Contract (P1B) is used to request delegation of direct purchase authority to a specific agency to purchase specific commodities, services or dollar amounts directly by securing formal or informal competitive bids.
4. A requisition to establish a non-funded agency term contract (P2M) or multi-year non-funded agency contract (P2M) shall be used for non-revenue producing contracts.

7.1.2. Instructions: Requisition for Purchase

Refer to TOPS Manual, Section 8 for an explanation of information required to properly enter and complete the Requisition for purchase on TOPS.

All requisitions for purchase require quantity, description and cost(s). One-time purchases require the specific quantity to be purchased and a detail item(s) description. Agency contracts with direct purchase authority and delegated purchase authority from bid must state the commodities or services to be contracted, the term of the contract, estimated usage and dollar amounts. When requested by the Purchasing Division, an agency or department shall provide information and statistics to support or clarify estimates for purchases and to verify use of goods or materials within that agency or department. Delegated purchase authority from bid requires an explanation/justification of the request (reference Section 11.7).

7.2. State of Tennessee Purchase Order/Term Contract

The term contract is an authorization from the Director of Purchasing to establish an agency contract or statewide contract.

State of Tennessee purchase orders and term contracts are issued by the Purchasing Division for one of the purposes listed below:

1. to establish a statewide contract (SWC) or statewide contract multi-year (SWM);
2. to establish an agency term contract with Direct Purchase Authority (ATC, ATM);
3. for revenue producing term contracts (REV, REM);
4. for open-market, one-time purchases (P3); or
5. to authorize Delegated Purchase Authority from bid (P3A).

7.2.1. Purchase Orders

Each requisition that is approved and processed by the Purchasing Division results in a purchase order or term contract. The purchase order is an authorization from the Director of Purchasing for the delivery of commodities and/or services in accordance with all terms and specifications of the Invitation to Bid.

7.2.2. Instructions: Purchase Order

The State of Tennessee Purchase Order (P3) is prepared only by the Purchasing Division. Cancellation or changes are issued only by the Purchasing Division (reference Section 7.6).

7.2.3. Distribution: Purchase Order

The State of Tennessee Purchase Order (P3) is a copy form with the following routing:

1. Vendor Copy - This copy is mailed to the vendor by the Purchasing Division.
2. Purchase Copy - This copy is retained by the Purchasing Division as part of the requisition file; and
3. Agency Copy - This is filed by the Department. It may be used at the receiving point to verify proper delivery of specified commodities and/or services (reference Section 17).

The encumber date will be considered the date on which the obligation was incurred by the State agency concerned as well as by the Division of Accounts. The records of the State agency should then be in agreement with those of the Division of Accounts, Department of Finance and Administration.

7.2.4. Term Contracts

Term contracts are issued by the Department of General Services, Purchasing Division to establish a source or sources of supply for a specific period of time at an agreed upon unit price(s). Agencies are not to establish any contract for any commodity or service or sign any type of license or vendor agreement. [Reference Rule 0690-3-3-.03 (6)]

7.2.5. Instructions: The State of Tennessee Term Contract

Refer to Section 7.2.2.

7.2.6. Distribution: Term Contract

Refer to Section 7.2.3.

Term Contracts (ATC and ATM) will be distributed as stated in 7.2.3 with extra copies provided.

Term Contracts (SWC and SWM) will be published on the purchasing Division internet website, www.noa.state.tn.us.

7.3. Agency Purchase Order:

7.3.1. Agency Purchase Order Types

The Purchasing Division authorizes State agencies to use the Agency Purchase Order (reference Exhibit 7) to secure commodities and services using the techniques listed.

Different purchase types may not be grouped together on one Agency Purchase Order.

1. Purchase from a State agency (reference Section 11.1).
2. Purchase from Statewide Contract. Purchases made from Statewide contracts for any amount (P4C). Statewide contracts are issued with Direct Purchase Authority, unless noted. (Reference Section 11.2)
3. Direct purchase from agency contract. Purchases made from agency contract for any amount (P4C). Agency contracts are issued with Direct Purchase Authority, unless noted. (Reference Section 11.3)
4. Local Purchase Authority (P4A) of \$2000 or less. Purchases of small amounts of commodities or services may be purchased directly without the requirement of obtaining competitive bids for an amount not to exceed-\$2000. (Reference Section 11.6.2).
5. Local Purchase Authority (P4). Purchases of small amounts of commodities or services purchased directly through the competitive bid process for an amount not to exceed \$5,000. (Reference Section 11.6)
6. Delegated Purchase from Bid (P4). Purchases made from delegated purchase from bid authorizing agencies to secure commodities or services directly through the competitive bid process (reference Section 11.7).
7. Emergency Purchases (P4E). Purchases under emergency purchase authorization granted by the Purchasing Division (reference Section 11.8).
8. Extraordinary Emergency Purchase P4X. Emergency purchases during non-working hours requiring approval after the fact, (reference Section 11.9).

7.3.2. Instructions: Agency Purchase Order

Refer to TOPS manual Sections 17 & 18 for an explanation of information required to properly complete the agency purchase order.

7.3.3. Distribution: Agency Purchase Order

Agencies are responsible for obtaining a minimum of three (3) competitive bids from vendors registered with the Purchasing Division for all bids exceeding \$2000.00, whenever practical.

The State of Tennessee Agency Purchase Order is a three (3) copy form (if printed on the mainframe). It is a one (1) copy form if printed on line. The agency is responsible for mailing the vendor copy of the purchase order. An agency copy and purchase copy are also printed for agency use.

7.4. Recording of Bids for Agency Purchase Orders

Bids are recorded in TOPS, on the OBID screen for all bids over \$2000. The ONTE screen may be utilized to record a bid from a company not yet registered in the TOPS vendor database and to record agency documentation of award.

7.5. Emergency Purchase Order

Emergency purchase authorization by the Purchasing Division is required by approval on the TOPS approval screen PAPV. The requesting agency is to record the circumstances of the emergency in the ONTE (reference Section 11.8 and 11.9).

7.6. Purchase Order Change

The Purchase Order Change is issued by the Purchasing Division from TOPS when it is necessary to correct or cancel a State Purchase Order. State agencies are authorized to issue an agency purchase order change, to cancel an agency purchase order. The Purchasing Division must approve all cancellations prior to issuance.

Agencies should submit an Order Change Form GS (Exhibit 8A), to the Purchasing Division to change an agency purchase order. (Refer to section 19 in the TOPS manual).

This process will produce a purchase order change document.

7.6.1. Distribution

Same as Purchase Order (reference Section 7.2.3).

7.7. Complaint to Vendor

The Complaint to Vendor screens (Exhibit 8) are used by all State agencies to report any differences between vendor contracts and vendor performance and to expedite correction of the differences (reference Section 17). Agencies enter complaints to vendors on VCO2 and VCO3 in TOPS. Information entered into the VCTX screen will become the body of the complaint letter. A hard copy of this complaint is printed in batch overnight and mailed to the vendor by the Purchasing Division. The vendor may be given a maximum of fourteen (14) days to respond to the complaint. The TOPS system tracks vendor performance based on the severity of these complaints (Refer to Section 6.3.6 in the TOPS manual).

7.8. Vendor Registration

The Vendor Registration application form is designed to secure information required to establish a register of qualified bidders and separate mailing lists by Tennessee Commodity Code which contains the names and mailing addresses of all qualified bidders by different types of commodities or services. Every person or firm desiring to provide supplies, materials and equipment to be purchased must submit a Vendor Registration application form for approval as a prospective bidder to the Department of General Services, Purchasing Division. The information submitted on the application will determine the eligibility to bid based upon size of business, the types of materials, supplies and equipment the vendor desires to furnish and the geographic area in which the vendor proposes to deliver. All vendors must comply with Tenn. Code Ann. § 12-4-103, "Bidding by state employees prohibited".

Tenn. Code Ann. § 12-3-701 states that no firm shall be considered as a qualified bidder until it has been approved and entered upon the permanent register of bidders which is established and maintained by the Department of General Services, Purchasing Division. Bid lists by commodity are available on-line and in TOPS to all agencies for their use in the soliciting of bids. Agencies may obtain information on a specific bid list by looking up the commodity code on the CDES or COMM screen on TOPS and may then inquire on the CSVM screen (Reference Section 6 of the TOPS manual). Agencies are requested to advise their local suppliers to register with the Department of General Services, Purchasing Division.

Vendor Registration application when approved, are entered into the TOPS vendor database. Inquire on TOPS screens VNAM, VADR and VEND. No award can be made to any bidder who is not active on the qualified bid register.

7.8.1. Registration

All vendor registration application information received in the Purchasing Division will be reviewed to insure that the applicant(s) meet(s) all qualifications as a prospective bidder with the State of Tennessee (Tenn. Code Ann. § 12-3-702) prior to approval.

If the vendor acknowledges on the vendor registration application that their company is a small business, woman owned business, or minority business entity the General Services Purchasing Division will forward the application to the Governor's Office of Diversity Business Enterprise for registration and possible certification.

7.8.2. Source of Supply

Agencies should encourage prospective bidders to contact the Purchasing Division or refer them to the website located at www.tennessee.gov/generalserv/purchasing to obtain a Vendor Registration application.

The vendor's application may be completed and submitted on line or downloaded from the purchasing website. Forms and instructions may be obtained in person from:

Department of General Services - Purchasing Division
ATTN: Vendor Registration
3rd Floor William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-0557
Purchasing Rule Reference 0690-3-1-04.

7.8.3 Bidding by State Employee

The Purchasing Division will verify by using the Finance and Administration and Department of Personnel state employment data bases that all potential vendors and their officers are in compliance with Tenn. Code Ann. § 12-4-103 "Bidding by state employees prohibited".

If a potential violation is identified, the Purchasing Division will send written notification to the Ethics Compliance Officer for the agency for which the applicant is employed to confirm and address the potential violation with that employee.

The Ethics Compliance Officer for the agency will then prepare a report of their findings and submit such report to the Purchasing Division.

7.9. Voucher Register: FA-0061

A State agency must prepare a Voucher Register form, FA-0061, to disburse State funds for commodities received or services rendered in accordance with the contract.

7.10. Instructions: FA-0061

The Voucher Register and the steps pertaining to its preparation are explained in detail in the State of Tennessee Accounting Manual (STAM).

7.11. Payment

If a shipment of goods or services is received against a purchase order, the agency may authorize a payment for the goods or services received. To successfully process an authorization for payment, the agency must complete the TOPS receiving, invoicing and payment screens. It should be noted, however, that to ensure proper segregation of duties, the same person shall not issue a purchase order, receive merchandise, invoice and authorize payment on TOPS.

Additionally, to authorize payments associated with equipment (object code 16x) or sensitive minor equipment (object code 099), the agency must successfully complete the TOPS OFIX and OFI2 screens. Once all the TOPS requirements are met, the payment transactions are sent to the State of Tennessee Accounting and Reporting System (STARS) through an interface. The authorized payment transactions combine by batch header, assigned by the agency, to form a disbursement voucher batch. The agency then forwards a completed payment batch, printed on form FA-0061, and the original invoice to the Division of Accounts for processing. Indicate on the face of the invoice the purchase order number and, when applicable, the state tag number assigned to equipment purchased.

The receiving agent shall make a written certification that the supplies, material or equipment received were equal in quality and quantity to those requisitioned or ordered. This certification is accomplished on TOPS on the OREC screen, by placement of the receiver's initials in the agency receiver field (Agcy Receiver #), unless the purchase order was entered on the TOPS OFST screen. The OFST screen in TOPS can be used for orders of \$2000 or less and contains fields used to enter the invoicing and receiving information for the purchase order. This information is then used by the system to build the invoicing and receiving screens that are required by the TOPS system before payments can be authorized. Internal controls have been programmed into the TOPS system so that no warrant

shall be issued in payment of any voucher not accompanied by such certification. (Tenn. Code Ann. § 12-3-212)

Additional internal controls programmed into the TOPS system require that the agency shall not pay for a quantity of items greater than those that have been received. The invoice information provided by a vendor is entered on the TOPS OINV screen which must be completed before payment can be authorized. When the agency approves a payment on the OPAY screen, the system edits the quantity of items billed on the invoice against the number of items received on OREC (that have not yet been paid for) before the authorization can be successfully completed. If the agency is attempting to pay for a greater number of items, the approval for payment will fail. This ensures that the state remains in compliance with the Tenn. Code Ann. requirement that no warrant shall be issued in payment of a voucher for which certification of receipt has not been entered.

8. DOCUMENT ELEMENTS/TERMS

All procurement documents include the following information and STARS data elements:

- Fund
- Allotment
- Document Number
- Object Code
- Vendor ID Number
- Commodity Code (TCC)
- Item Number

A brief explanation of each follows.

8.1. Fund

The fund is a two (2) digit code which indicates what fund is to be affected. The Sub-Fund is retrieved by the STARS system and placed in the updated transaction. State appropriations are divided into the following fund codes for accounting and control purposes:

1. Fund 11 - General. Appropriations to cover the cost of operation.

2. Fund 12 - Internal Service. The operation of State agencies that provide commodities or services to other State agencies on a cost reimbursement basis.
3. Fund 13 - Enterprise. The operation of State agencies that provide commodities or services to the general public on a user-charge basis.
4. Fund 20 - Special Revenue. Revenues earmarked to finance particular activities of government.
5. Fund 25 - Education. Revenues and expenditures associated with the Department of Education and Higher Education.
6. Fund 21 - Highway. Revenues and expenditures associated with programs of the Department of Transportation.
7. Fund 31 - Capitol Projects. Acquisition and/or construction of land and buildings.
8. Fund 82 - Equipment Revolving Fund. The operation of non-licensed motorized equipment.
9. Fund 84 - Facilities Revolving Fund. The operation of all non-institutional office and warehouse space.

8.2. Allotment or Account Code (organizational component)

The State allotment code is a five (5) digit numeric code assigned numerically within each fund by the Department of Finance and Administration for account control purposes. A numeric listing of funds, including the allotment codes for each fund, is published by the Department of Finance and Administration.

8.2.1. Cost Centers

The cost center code is up to a five (5) digit number which provides the agency a further breakdown of the division. It can be used to determine the program or organization structure. In addition, the cost center can verify the grant and project numbers.

8.3. Document Numbers

8.3.1. Requisition Numbers

Agency requisition numbers are automatically assigned by TOPS. TOPS assigns requisition numbers beginning with 1000000 and run consecutively to 1999999.

8.3.2. Solicitation Numbers

Solicitation numbers are automatically assigned by TOPS. TOPS assigns solicitation numbers beginning with 2000000 and run consecutively to 2999999.

8.3.3. Purchase Order Numbers

Purchase order numbers are automatically assigned by TOPS. TOPS assigns purchase order numbers beginning with 5000000 and run consecutively.

8.3.4. Contract Numbers

Contract numbers are automatically assigned by TOPS. TOPS assigns contract number beginning with 4000000 and run consecutively to 4999999.

8.4. Object Code

Object codes are established by the Department of Finance and Administration for accounting and budget control purposes. The object code structure is designed to permit meaningful classification of expenditures for accounting and budget control purposes. The system utilizes a simple 6-digit code structure. The underlined digits of the example below identify the classification that is listed opposite the number:

Object Code	Agency Object	Classification	Title
<u>11</u> 0	000	Major Object	Motor vehicle operation
11 <u>0</u>	000	Minor Object	Motor fuel, oil and lubricant
110	<u>000</u>	Agency Object	For departmental use (optional)

The agency object subclass digit [positions four (4) through six (6)] may be developed and used singularly or in combination.

8.4.1. Instructions

All State agencies are required to determine the correct object code for all items purchased and to enter this code in the field provided on TOPS on the OACG for Purchase Orders or RACG for Requisitions. Exception is made for non-sensitive equipment (Code 16x) with either a unit cost of less than \$5000, a minimum life expectancy of less than three (3) years, or which lose their identity when used for the purpose intended. Such items may be classified as supplies (Code 09x). Sensitive minor equipment should be classified as Object code 099 and does not require Finance and Administration Budget approval. All equipment (Code 16x) with an initial cost of \$5000 or more and sensitive minor equipment (Code 099) are to be maintained on the personal property inventory record (POST). Equipment

items (Code 16x) with a unit cost of less than \$5000 do not require Finance and Administration Budget approval.

Whenever a single document contains items with different codes, the object code should be shown for each item. All object codes must be listed in the space provided with the total dollar amount for each object code.

Agency object codes that are required in departmental accounting control shall be entered on the OACG screen.

8.4.2. Object Code Listing

The standard object code listing used by all agencies is included as Exhibit 9 for reference, although some items (i.e., salaries, wages, employee benefits, etc). are not procured through the Purchasing Division.

8.5. Vendor Identification (ID Number)

The vendor identification number is a 9-digit Federal Employer Identification number or Social Security number and a 2-digit suffix utilized by The Department of Finance and Administration and the Department of General Services when vendors are registered or approved as qualified sources of supply. Registration is accomplished by the vendor's completion and Purchasing Division's approval of a vendor's application form.

The Federal ID number or Social Security number must match the number on the W-9 form.

8.6. Tennessee Commodity Code (TCC)

The Purchasing Division utilizes the Tennessee Commodity Code (TCC) to classify and list vendors that are qualified and registered with the State. Separate classifications are maintained for all codes at the five (5) digit level and are listed in the TOPS system in the commodity database.

The TOPS commodity database contains a five (5) digit alphabetic class and subclass index of the TCC. Inquiry by alpha descriptions is available on the TOPS CDES screen or by the specific commodity number on COMM. Further description is available on the CSPC and COM2 screens. (Reference section 4 of the TOPS User Manual). The correct TCC is required on all line items, requisition headers and purchase orders.

Reports based upon commodity code must be valid. It is imperative that the code be reviewed for accuracy, by the agency, prior to TOPS entry. Willful usage of incorrect codes may result in disciplinary action including withdrawal of TOPS security access.

8.7. Item Number

Item numbers are used to define a unique number assigned to a particular item on a term contract in TOPS. For example, a 18" Bar Chainsaw would be 545-08-00633 These unique item numbers are shown on all term contracts. Item numbers are to be used in line items on all instances when issuing an order from term contracts.

EXAMPLE:

<u>Class</u>	<u>Sub-Class</u>	<u>Item Number</u>
<u>545</u>	<u>08</u>	<u>00633</u>
Machinery, Hardware	Chain saws	18" inch Bar 5.1 Horsepower Professional Grade

9. ADDITIONAL APPROVAL

In addition to Finance and Administration Budget approvals, some commodities and services may require additional approvals before purchase. Most approvals are automatically built by the TOPS system. Additional internal approvals can be manually added in the purchasing process at anytime. The approval process is accomplished on the TOPS approval screen PAPV. Inquiry for outstanding approvals is on screen PAPI. (Reference TOPS User Manual Section 29).

State agencies should allow additional processing time to compensate for the time required for the additional approvals.

10. SELECTION OF PURCHASING TECHNIQUES

10.1. Competitive Bidding/Time

10.1.1. Competitive Bidding

Agencies should anticipate needs and avoid emergency purchases. The time frame for competitive bidding includes:

1. preparation of the request;

2. departmental approval;
3. additional approval, when required;
4. Finance and Administration Budget approval when required;
5. modifications, when required;
6. purchase time; and
7. delivery time.

10.1.2. Purchase Types

The transfer or purchase of goods and services for State agencies are affected by purchase procedures that are listed below:

1. purchase from State agencies;
2. agency purchase from statewide term contract;
3. direct purchase from agency term contract;
4. multi-year agency term contract;
5. one-time purchase;
6. small-value delegated purchase (local purchase);
7. delegated purchase authority from bid;
8. emergency purchase; or
9. extraordinary emergency purchase.

10.1.3. Unauthorized Purchase

Any purchases which have not been authorized by the Purchasing Division and are not within the guidelines of this manual are illegal and void (Tenn. Code Ann. § 12-3-105). Furthermore, the head of any department that makes such unlawful purchases is personally liable for any cost incurred for such purchases.

11. PURCHASE TECHNIQUES

11.1. Purchases from State Agencies, Certified Products, CMRA / TRUST in Tennessee, TRICOR

11.1.1. Internet Catalog Listing

The Internet is utilized for the purpose of identifying statewide contracts for authorized local government entities and agency procurement officers. It contains all current established statewide contracts, TCC coding, procedures, terms and other purchasing information. It includes price lists of state-manufactured products, certified products of TRICOR, certified products of the Central Nonprofit Agency, and lists of special items that are available from Federal and State Surplus Property. Direct purchase authority to state agencies for state-manufactured products and for State and Federal Surplus Property is authorized. [Rule 0691-1-3-01 (7)(d)}]. All term contract information is also available for on-line inquiry in the Tennessee On-line Purchasing System at www.tennessee.gov/generalserv/purchasing.

11.1.2. Purchase from State Agencies

All State agencies are required to purchase items and services from other State agencies, including Property Utilization Division for surplus property, whenever such items and services are of satisfactory quality, reasonable in price and available. Surplus property items are billed by General Services on a front-end journal voucher. Transfers require the approval of surplus property via POST (Property of State of Tennessee). All State agencies should use State and Federal Surplus Property whenever practical. There are two methods of identifying available surplus property; a visit to surplus warehouse and viewing on Document Direct those items that are slated to become surplus. [Rule 0690-1-3-01 (7) (d)]

11.1.3. Certified Products

All State agencies are required to purchase such items and services as follows:

1. From Tennessee Rehabilitative Initiative in Correction (TRICOR) provided such items and services are certified by the Board of Standards Staff as being of satisfactory quality, being reasonable in price, and available in accordance with Tenn. Code Ann. § 41-22-119.

2. From the Community Rehabilitation Agencies (CMRA) / TRUST in Tennessee when such items and services are certified by the Board of Standards Staff as to quality, availability and fair market price in accordance with Tenn. Code Ann. § 71-4-701 et seq. These items and services are facilitated through a Central Nonprofit Agency. This shall not apply in any case in which commodities or services are available from any agency of the state, or where the Board of Standards determines that the commodities or services do not meet the reasonable requirements of a department, institution, agency, or political subdivision of the state.

11.1.4. Blind Services

Pursuant to Tenn. Code Ann. § 71-4-204, all purchases made by any agency of the State, whether or not through the Purchasing Division of the Department of General Services, shall be made from an agency of the State of Tennessee or a nonprofit workshop for the blind in Tennessee, operating under the approval of the Department of Human Services and the Division of Services for the Blind provided the product or service meets the requirements outlined in Tenn. Code Ann. § 71-4-205 which states in part that those products and services must conform to applicable Federal standards and specifications for such products and be priced in accordance with prices provided by such standards. Workshops for the Blind are to be given sixty (60) days from the date of receipt of the order to fill and deliver the order, in order to allow for procurement of materials and manufacture of the goods.

11.2. Agency Purchase from Statewide Contract

Individual statewide contracts are issued with direct purchase authority. This issuance may be limited by the Purchasing Division by commodity, service or dollar value. This allows agencies to forward Departmental Purchase Orders directly to the contractor. Release orders against this contract are issued in TOPS in the order database. All State agencies must utilize existing statewide contracts. In extraordinary circumstances where vendor delivery is not possible, agencies must justify and secure approval on TOPS from the Purchasing Division, Purchasing Administrator for any deviation from an established statewide contract. Refer to the TOPS User Manual for instructions on order processing(Reference 7.3).

11.3. Agency Term Contract with Direct Purchase Authority

A term contract means a contract in which a source or sources of supply are established for a specified period of time at an agreed upon unit price(s). An agency term contract is established for no longer than twelve (12) months. All individual agency term contracts are issued with Direct Purchase Authority. This

allows agencies to forward a TOPS issued purchase order directly to the contractor.

11.3.1. Request for Agency Term Contract with Direct Purchase Authority

Request for Agency Term Contract with Direct Purchase Authority is made in TOPS on RQS2, coded P1A (reference TOPS User Manual Section 20) and must include the following:

1. specific type of commodity or service requested on the RQS4 and RLI2 screens;
2. estimate of the amount to be spent divided by fiscal year on the RQS5 screen if the term includes part of two fiscal years;
3. estimate quantity of items to be purchased; and
4. detailed open and competitive specifications of the product to be purchased.

A sample TOPS generated Requisition for Purchase (P1A) request for an Agency Contract with Direct Purchase Authority is included as Exhibit 10.

11.3.2. Award of Agency Term Contracts with Direct Purchase Authority

After review of the request and approval on TOPS, the Purchasing Division will advertise, evaluate and award a contract. A TOPS Agency Term Contract (ATC) allowing agencies to purchase directly from that specific contract will be issued (reference Exhibit 11).

11.3.3. Contract Release Order

Individual contract release orders will be processed through the TOPS system on screens ORD4, OLI3, and OACG by the authorized agency. A TOPS Contract Release Order (P4C) will be generated and the agency will be responsible for distribution where required (reference Exhibit 12). The P4C Contract Release Order acts as a document confirming the purchase to the vendor/contractor and authorizing payment from the Division of Accounts.

11.3.4. Distribution of Purchase Order Release

Same as Agency Purchase Order Distribution (P4) in Section 7.3.3.

11.4. Multi-Year Agency Contract

A multi-year agency term contract is a contract established for a term of greater than twelve (12), but no more than sixty (60) months [Tenn. Code Ann. § 12-3-203(g)]. There can be no extension of a sixty (60) month contract. All multi-year agency term contracts require approval on TOPS on the PAPV screen from the Purchasing Division.

11.4.1. Multi-Year Contract

1. The Requisition for Purchase (P1M) is entered by the requesting agency into TOPS and submitted to the Purchasing Division. This request must include the following:
 - a. specific type of commodity or service requested;
 - b. term of the contract; shall be entered in RQS5;
 - c. an estimate of the amount to be spent in each fiscal year of the contract;
 - d. estimate quantity of items to be purchased; and
 - e. detailed open and competitive specifications for the product or service to be purchased.
2. Agency justification is required as to why such a long-term contract request is advantageous or necessary. Some examples include:
 - a. repetitive commodity or service with stable pricing market;
 - b. services required that are dependent upon a continual high level of performance, or
 - c. any other reason approved by the Purchasing Division.

Justification must be entered in TOPS in the RNTE screen by the authorized using agency procurement representative, who must include their name and date in this documentation.
3. The contract must be competitively bid and awarded by the Purchasing Division in accordance with purchasing procedures.
4. The resulting Invitation to Bid must show the annual estimated obligation of the State for each twelve (12) month period covered by the contract.
5. Term contracts must contain a provision giving the Purchasing Division the right of cancellation at any time with no more than one (1) year notice, and at the end of any fiscal year without notice, in the event that funds to support the contract become unavailable [Tenn. Code Ann. § 12-3-203 (g)].

11.4.2. Award Multi-Year Contract

After the competitive bid process and approval, the Purchasing Division will issue an Agency Multi-Year Term Contract Award on TOPS. Distribution is covered in Section 7.2.3.

11.4.3. Contract Release Order:

All individual contract release orders will be processed by the using agency in the TOPS system.

11.4.4. Renewal and Cancellation of Multi-Year Terms Contracts

Multi-year term contract annual renewals will automatically be approved by the Purchasing Division with a contract renewal being issued to the vendor. The using agency is required to request cancellation in accordance with the following instructions:

1. The using agency is required to make written request to the purchasing agent for the cancellation of a multi-year term contract;
2. Such request shall be made at least 30 days prior to the number of days required for written notice of intent to cancel per contract cancellation provision; and
3. If the contract is canceled, the Purchasing Division will issue a notice of intent to cancel.

11.5. One-Time Purchase

A requisition is a request from an agency to the Purchasing Division on TOPS initiated to procure commodities and/or services exceeding \$5000 (reference Exhibit 6). The resulting TOPS purchase order will be for a specified fixed price, quantity, delivery point and effective time of delivery.

11.5.1. Competitive Bid Process, Formal

Upon receipt of the TOPS Requisition for Purchase with all appropriate approvals on the PAPV screen, the Purchasing Division will process the requisition, attach an Invitation to Bid and secure sealed bids from vendors on the permanent register of bidders on TOPS.

11.5.2. Competitive Bid Process, Informal

Upon receipt of the TOPS Requisition for Purchase with all appropriate approvals, the Purchasing Division will process the requisition and secure informal written or telephone bids from vendors on the permanent register

of bidders on TOPS. Informal bid process may be utilized for purchases not exceeding \$25,000 by the Purchasing Division and where specific delegation of purchase authority from bid is authorized, the informal bid process may be utilized by the agency for purchases not exceeding \$25,000. Fax confirmation is acceptable as written confirmation of bids on informal purchases.

11.5.3. Correction of Estimates

If the lowest responsive and responsible bid exceeds the approved accounting (RACG) estimate, the Purchasing Division must secure the required approvals on PAPV for the increase in funds from the agency procurement representative. If the increase in funds is approved, a State Purchase Order (P3) will be issued to the successful bidder.

Other approvals may be required based on commodity or dollar amount.

11.5.4. Purchase Orders

Once a TOPS Requisition for Purchase (P1) has been advertised, evaluated and awarded, the Purchasing Division will issue a TOPS State Purchase Order (P3) to the successful bidder. The State Purchase Order is an authorization by the Director of Purchasing for the delivery of specified commodities and/or services in accordance with the terms and specifications of the document (reference Exhibit 13).

11.5.5. Distribution

Same as Purchase Order Distribution (P3) in Section 7.2.3.

11.5.6. Request for Expedited Purchase

In certain critical instances a need will arise to accelerate the normal Requisition for Purchase (P1) bid process. After proper agency justification is provided, the informal competitive bid process, short closing dates, or other means authorized by the purchasing laws, policies and regulations may be utilized. Documentation for this request should be entered in the RNTE screen in TOPS.

11.6. Small-Value Delegated Purchase

Statutes authorize Delegated Purchase bid procedures for use by all State agencies to purchase all commodities or services, provided the amount of a single purchase does not exceed \$5,000 (Tenn. Code Ann. § 12-3-210) and the commodities or services are not covered by a Statewide or Agency Term Contract. The TOPS issued Agency Purchase Order (P4) is used to make a small value delegated purchase. (reference Exhibit 8).

This local purchase authority should not be used for purchases of a **recurring** nature where purchases by the Purchasing Division in larger volume will result in savings. When the purchase of items of less than \$5,000 is foreseen to be repetitive to the extent that total purchases of a specific type of commodity or service will exceed \$5,000 for a single calendar month, the using agency should procure the items through the Purchasing Division. Invoice "splitting" is not to be used to avoid following the established purchase procedures.

11.6.1. Competitive Bids

~~\$2000~~—Tenn. Code Ann. § 12-3-210 (b) requires that agencies secure at least three (3) competitive bids, on all delegated purchases which exceed \$2000. Tenn. Code Ann. § 12-3-804 further requires all agencies to actively solicit bids from minority owned, woman owned and small businesses. A current listing of active and certified minority owned, woman owned and small businesses can be found on the Governor's Office of Diversity Business Enterprise Intranet website at <http://intranet.state.tn.us/businessopp/actdivbus.pdf>. The agency shall exercise care to ensure value received on purchases obtained without competitive bids. Bids obtained shall be recorded in the OBID screen in the TOPS order database. Recording of a no bid or no response from any vendor does not constitute a competitive bid and does not satisfy the competitive bid requirement. Written confirmation from the successful vendor shall be retained by the agency for purchases over \$2000 (reference section 11.7.4). In instances where bids are not obtained from minority owned, woman owned, or small businesses, agencies are required to fully document their good faith effort to solicit bids from such businesses on the ONTE screen. When purchases are from a single source of supply, proprietary to a particular brand or model or for used equipment agencies are required to fully document in the ONTE screen and to adhere to the applicable purchasing procedure for each of these type purchases. Agencies are required to secure all necessary agency level approvals on TOPS. Agencies are also to secure any required external commodity approvals for delegated purchases (i.e., Postal, data processing, printing, etc).

11.6.2. Purchase Orders Less Than \$2000

Agency local purchases of less than \$2000 do not require a printed purchase order (or any purchase document) to effect payment. However, the OFST screen must be completed in order for TOPS to build the OPAY screen to affect payment. The agency procurement representative who purchased these goods or services is assuring that such items are not available from a statewide or agency term contract. Completion of the TOPS OFST screen certifies that the goods or services have been received

by the using agency and they are equal in quality and quantity to those requisitioned or ordered. (Tenn. Code Ann. § 12-3-212)

Some vendors may require a purchase order before delivery, even though the amount purchased is less than \$2000. In such cases, an OFST Agency Purchase Order may be printed and forwarded to the vendor. (Reference TOPS User Manual Section 16)

11.6.3. Purchase Orders \$2000.01 to \$5,000

Purchases of \$2000.01 to \$5,000 require a TOPS issued agency purchase order.

11.6.4. Compliance Reports

The Purchasing Division will periodically review the purchasing activities of individual agencies pertaining to delegated purchases for compliance of purchasing procedures. An agency's individual record in such delegations will be utilized in determining if such authority should be continued, reduced or revoked by the Board of Standards.

11.6.5. Delegated Purchase Abuse

In instances where agencies abuse delegated purchasing procedures, the Commissioner of the Department will be notified. Serious violations or patterns of on-going abuse will be reported to the Board of Standards and the State Audit Division of the Office of the Comptroller of the Treasury via General Services Internal Audit. Abuse of the delegated purchase procedures by individual agencies may result in the Board of Standards reducing or revoking the responsible agency's privilege of using the delegated purchasing procedure (Tenn. Code Ann. § 12-3-210).

11.7. Agency Delegated Purchase Authority from Bid

The authority for State agencies to purchase directly from qualified registered vendors in TOPS by taking bids is granted only in very specific and limited cases (reference Exhibit 14).

11.7.1. Request

Agency request for Delegated Purchase Authority from Bid must be submitted in TOPS, on the RQS4 screen Requisition for Purchase (P1B) (reference Exhibit 15) and include the following:

1. the specific class, type of commodity, or service on the RQS4 screen and the RLI2 screen;

2. the requested beginning date and ending date of the contract on the RNTE screen or the RTXL screen;
3. an estimate of the maximum amount allocated by fiscal year. If this period includes parts of two fiscal years, the amount is to be divided by fiscal year on the RQS5 screen. The contract term shall not exceed twelve months;
4. agency justification explaining why this delegated purchase authority from bid is necessary. This information must be entered on the RNTE screen in TOPS and include the date and name of the authorized agency procurement representative;
5. agency contracts with delegated purchase authority from bid that were issued for REPAIR may utilize a minimum of three sealed bids where the agency has documented that it is not practical to transport the disabled item to a potential bidder's site or it is not timely to require potential bidder to schedule visits; and
6. there may be commodities or services that can not be procured by competitive means. However, the only practical method of procurement is by agency delegated purchase authority from bid. For example: repair to specialized equipment where the agency is at a remote location. In such cases where delegated purchase authority from bid is requested and the agency is aware in advance that the commodity/service is single source, justification and approval of single source must be obtained. Where approval of single source was not obtained in advance, agency documentation in ONTE must justify the single source purchase (reference Section 16.7).

11.7.2. Board of Standards Approval

After receipt and review by the Purchasing Division, requests for Agency Delegated Purchase Authority from Bid that are considered to have merit must be approved by the Board of Standards or its designees. The Board may accept or reject the recommendations of the Purchasing Division and grant or deny this authority. If granted, the Purchasing Division will issue a Delegated Purchase Authority from Bid contract on TOPS defining the limits of such authority (reference Exhibit 15).

11.7.3. Rejection

If the request is denied, the Requisition for Purchase (P1B) request will be returned to the agency for cancellation.

11.7.4. Bid Requirements/Purchase Orders

Subsequent TOPS purchase orders (P4) against this authority must be processed by the agency on an Agency Purchase Order (reference Exhibit 16). The OBID screen must be completed by the agency to show bids of over \$2000 (reference Exhibit 17). Agency shall obtain at least three (3) competitive bids to secure commodities or services over \$2000. Agency documentation of award is to be included in ONTE and must include the date and full name of the person entering the data. The delegation is issued for the specific class or type of commodity or service identified and approved in TOPS. Agencies cannot utilize this delegation to procure any other type of commodity or service. The bids or a record of quotation are filed as part of the transaction file. Written confirmation of bids will be requested from all bidders, and is required of the successful vendor prior to issuing a purchase order on purchases exceeding \$2000. Facsimile confirmation is acceptable as written confirmation of bids on informal purchases not exceeding \$25,000. Informal written or telephone quotation requests will specify a closing time and date. Telephone quotation requests under \$25,000 are recorded as received (reference Section 12). Bid requests over \$25,000 for agencies with Delegated Purchase Authority from Bid shall be formal sealed bids on TOPS which are publicly opened, and examined at the time, date and place as stated in the Invitation to Bid [Rule 0690-3-1-.03].

It is the agency's responsibility to monitor the availability of funds remaining on the contract.

11.7.5. Distribution

Distribution of purchase order documents will be made as follows:

1. Agency
 - a. Retain Purchasing copy of Agency Purchase Order.
 - b. Retain copy of written confirmation of bids (if over \$2000).
 - c. Retain copy of vendor invoice.
2. Vendor
 - a. Vendor copy of Agency Purchase Order sent to vendor.

11.8. Emergency Purchase

In case of an emergency arising from unforeseen causes, a State agency may request and receive from the Purchasing Division an Emergency Purchase Authorization to purchase the supplies, materials, equipment, or services required for immediate delivery to that agency. The purchase must have prior authorization

from the Purchasing Division on TOPS on the PAPV screen. All emergency purchases shall, if practical, be made on the basis of competitive bids.

11.8.1. Instructions

The procedure for obtaining Emergency Purchase Authorization is:

1. The Agency shall enter a purchase order, award code D, in the TOPS order database.
2. Documentation in TOPS (on ONTE) of justification as to why this purchase must be processed as an emergency purchase and can not be purchased utilizing normal purchasing procedures.
3. The agency shall contact by telephone the Purchasing Agent Supervisor for Emergency Purchase authorization (Reference 11.8.2). The Purchasing Division may in lieu of delegating the Emergency Purchase authority to the agency, elect to procure the goods or services through the Purchasing Emergency Purchase Procedure. (Reference 11.8.5).
4. The agency is to secure three (3) competitive bids, if practical, and record the bids on the OBID screen or document (on ONTE) as to why three bids were not obtained. If sole source, agency must provide the justification required for sole source. If the amount of the purchase is over \$2000, written confirmation of the successful bid must be secured Tenn. Code Ann. § 12-3-205.
5. The agency shall obtain diversity information from the vendor recommended for award. This information must be entered on the ONTE screen in TOPS.

Tenn. Code Ann. § 12-3-804 requires agencies to actively solicit bids from minority owned, woman owned and small businesses. A current listing of active and certified minority owned, woman owned and small businesses can be found on the Governor's Office of Diversity Business Enterprise Intranet website at <http://intranet.state.tn.us/businessopp/actdivbus.pdf>. In instances where bids are not obtained from minority owned, woman owned or small businesses, agencies are required to fully document their good faith effort to solicit bids from such businesses on the ONTE screen.

11.8.2. Emergency Purchase Authorization

Prior authorization by the Purchasing Division is required for emergency purchases. A TOPS approval PAPV type EP must be secured from the Purchasing Agent Supervisor of record for the commodity or service requested. The request for authorization may be approved by one of two criteria. The first is a true emergency. The second is not a true emergency, but may be approved as the only method of payment for commodities and

services ordered by the agency due to improper planning, improper purchasing method, contract expiration, or other reasons.

11.8.3. Disapproval

The request for approval PAPV may be denied by the Purchasing Agent Supervisor as not being a true emergency, at the time of denial the agency is responsible for cancellation of the Emergency Purchase. The agency will be advised at the time of the denial as to the appropriate procedure to secure the commodities or services requested.

11.8.4. Distribution

Same as Agency Purchase Order (P4) Distribution in Section 7.2.3.

11.8.5. Purchasing Division Emergency Purchases

A TOPS one-time Requisition (P1) or Emergency Purchase (P4E) request entered by the agency may be processed under the emergency purchase procedure by the Purchasing Division. Agencies should contact the Purchasing Division and advise the circumstances of the emergency. If justified the Purchasing Division may utilize expedited purchase procedure including short closing dates, an informal emergency bid process or other authorized means. The resulting TOPS order will be document type P3E denoting a Purchasing Division Emergency Purchase Order.

11.9. Extraordinary Emergency Purchase

Should emergencies affecting the health or safety of any person occur during periods when Purchasing Division personnel are not available, any State agency is authorized to contract for any commodity or service without prior Emergency Purchase Authorization, utilizing document type P4X. The State agency shall report such purchases to the Purchasing Division as soon as practical. The procedure for "after the fact" authorization is the same as previously described for prior emergency authorization, except when the authorization is denied. Agencies will enter this P4X transaction in the TOPS system.

12. BIDDING POLICY

Due to the large number of vendors listed on some qualified vendor lists in the TOPS vendor database, it is often necessary to have TOPS randomly select the vendors to whom invitations are mailed. The procedure for bid list randomization is determined by the dollar value of the purchase and type of commodity.

12.1. Informal Written/Telephone Bids \$25,000 and Under

The dollar value limit for informal written or telephone bids shall not exceed \$25,000 for the Purchasing Division and for agencies with Delegated Purchasing Authority from Bid. The selection of bidders for a one-time purchase of small value is determined on (minority owned woman owned or small business) the vendor's diversity certification status, geographical location, and past performance. All purchases exceeding \$2000 shall, be based upon three (3) competitive bids. Tenn. Code Ann. § 12-3-804 further requires agencies to actively solicit bids from minority owned, woman owned and small businesses. A current listing of active and certified minority owned, woman owned and small businesses can be found on the Governor's Office of diversity Business Enterprise Intranet website at <http://intranet.state.tn.us/businessopp/actdivbus.pdf>. The bids or a record of quotation are filed as part of the transaction file. Written confirmation of bids will be requested from all bidders and is required of the successful bidder on purchases exceeding \$2000 In instances where bids are not obtained from minority owned, woman owned or small businesses, agencies are required to fully document their good faith effort to solicit bids from such businesses on the ONTE screen. Fax confirmation is acceptable as written confirmation of bids on informal purchases not exceeding \$25,000 for the Purchase Division and for agencies with Delegated Purchase Authority from bid.

12.2. Formal Purchases/Sealed Bids

A bid list for one-time purchases of large value and term contracts is determined by the vendor's diversity certification status, (minority owned, woman owned or small business) qualifications, the apparent ability of the vendor to perform the contract, geographic location, and past performance. Measures used in determining ability may include net worth, number of employees, gross annual sales, time in business and comparable contracts. Where bids are not being sent to all registered bidders, by a specific commodity, the selection of bidders may also be achieved by utilization of the TOPS random selection technique of a predetermined number of vendors from the list of qualified registered bidders. Utilization of a selection technique other than the TOPS random selection by a Purchasing Division Purchasing Agent requires prior authorization. Telephone bids and/or electronic mail (facsimile) bids are not acceptable for formal sealed bids.

12.2.1. Sealed Bids

The formal sealed bid process is required for purchases over \$25,000 for the Purchasing Division and for agencies with Delegated Purchasing Authority. The following table shows the minimum number of invitations to bid required to be sent to prospective vendors on all sealed bid purchases.

\$0 to \$25,000

Five (5) Invitations to Bid

Over \$25,000

Fifteen (15) Invitations to Bid for
Purchasing Division

NOTE: DPA from Bid purchases for repairs require a minimum of three (3) bids when practical.(Reference 11.7.1)

12.3. Invitations to Bid

The Invitation to Bid may be canceled or amended any time prior to bid opening by the issuing agency with a notice to all bidders.

12.4. Combining Invitations to Bid

If bids are submitted by a vendor collectively in one large envelope, but respond to separate Invitations to Bid, each bid must be sealed in a separate envelope clearly marked on the outside or the bids will be rejected.

12.5. Postage

The issuing agency will not accept mail with inadequate postage. When postage-due mail is delivered, the State cannot assume the responsibility for paying the amount due and will refuse the mail.

12.6. Late Bid

A bid must be received in the issuing agency's office on or before the date and time designated for the bid opening or the bid will be rejected.

12.7. Bid Bond

A bid bond issued by a surety company licensed to do business in the State of Tennessee may be required by the Invitation to Bid. When required, the amount of the bid bond shall be stated as a set amount or as a percentage of the bid price in the Invitation to Bid. The bid bond can not exceed 5 percent of the total estimated value of the contract. Bid bonds submitted by unsuccessful vendors will be returned upon award of contract [Tenn. Code Ann. § 12-3-203 (j)].

12.8. Performance Bond

A performance bond issued by a surety company licensed to do business in the State of Tennessee may be required by the Invitation to Bid. When required, the amount of the performance bond shall be stated as a percentage of the contract price (but may not exceed 100 percent of the total contract price) and the amount may be reduced proportionately as performance under the contract moves forward successfully. Performance bonds must be filed with the State of Tennessee within

ten (10) working days after receipt of request. An irrevocable letter of credit or a certificate of deposit, from a state or national bank or a state or federal savings and loan association having its principle office in Tennessee may be accepted in lieu of a performance bond, subject to approval of the terms and conditions of said irrevocable letter of credit or certificate of deposit [Rule 0690-3-1-.09 (2)].

13. BIDDING GUIDELINES

13.1. Invitation to Bid

State agencies mail TOPS generated Invitations to Bid to the prospective vendors, or an Invitation to Bid may be obtained by a prospective vendor at the issuing agency. A vendor's bid response is placed in a working file for evaluation by the issuing agency.

13.1.1. Vendor Address

Any Purchase Order issued as a result of a vendor's bid will be sent to the firm name and address registered to the specific vendor number stated on the Invitation to Bid.

13.1.2. Signature on Bid

The person signing the Invitation to Bid must be a person authorized to bind the vendor contractually. Unsigned bids will be rejected. Unsigned bids cannot be signed after the bid has been opened, even if the vendor or the vendor's representative is present at bid opening. No signatures shall be in pencil.

13.1.3. Pricing

Invitations to Bid shall request a net price for the unit specified for each item. All pricing is FOB destination. The requirement for inside delivery must be stated within the Invitation to Bid and the resultant purchase order to assure that bidders are notified of such requirement and price their bids accordingly. The net price is list price less all trade or other discounts offered, not including cash discount for prompt payment. Unit price must be shown on the price sheet of the invitation to bid.

13.1.4. Errors

Each correction of a line item unit price made by the bidder on the bid response **MUST BE INITIALED IN INK** by each correction. No corrections will be made in pencil. No bid or line item shall be altered or

amended after the bid opening. Failure to comply with the above may be cause for provisional rejection of part or all of the bid.

13.1.5. Cash Discount for Prompt Payment

Invitations to Bid request net prices. If cash discount for prompt payment is offered by the bidder, it must be shown in the space provided in the Invitation to Bid. Discount for prompt payment periods of less than thirty (30) days will not be considered in the award process. All discounts offered for prompt payment will be taken if earned. Cash discounts will be computed either from the date of delivery at destination and acceptance of the goods offered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the purchase order, whichever date is later. (Acceptance is further defined in Section 17). The State is eligible for the cash discount if the warrant is issued and post marked to the appropriate vendor prior to the 30th day from the above computation. If the payment is made via ACH (direct deposit), the discount is earned if the effective date of the deposit is within the 30 day limit.

13.1.6. Time of Performance

The number of calendar days required for delivery after receipt of order (ARO) must be shown by the vendor in the space provided on the Invitation to Bid. If delivery time is already specified by the State and the vendor intends to comply, this space is not required to be completed by the vendor.

13.1.7. FOB Destination/Prepay and Add Freight

There are two terms that describe shipping methods accepted by the State. No shipping charges will be paid when the terms of the purchase are "FOB Destination". This is the shipping method of choice. "Prepay and Add Freight" is the method of shipment used when the vendor will not ship "FOB Destination". The vendor pays the shipping charges and adds this amount to his invoice. The charges on the freight bill should be the same as the charges shown on the invoice. When utilizing the prepay and add freight method the estimated shipping cost must be considered in the bid evaluation process and entered as a separate line on the purchase order. The freight bill must accompany the invoice when submitted for payment. One of the two methods of shipment must be used.

14. AWARD POLICY

14.1. Rejection of Bids

The Commissioner of General Services or Commissioner's designee may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, error in the Invitation to Bid, cessation of need, unavailability of funds, or any other reason approved by the Board of Standards [Tenn. Code Ann. § 12-3-203 (I)].

14.2. Acceptance Period

If a vendor fails to state the time within which a bid may be accepted, the State shall have sixty (60) days to accept.

14.3. Bidder Qualification

The using agency may inspect the facilities of any vendor or may require additional information regarding a vendor's ability to perform the proposed contract. Bids may be bypassed for lack of apparent ability to perform the proposed contract. A vendor must, upon request of the State, furnish satisfactory evidence of the ability to furnish products or services in accordance with the terms, conditions, and specifications. Bid bonds, -performance bonds and/or other security may be required for any contract. Any such requirement must be set forth in the Invitation to Bid.

14.4. Criteria for Award

Each contract shall be awarded and let by the State of Tennessee with reasonable promptness by written notice to the lowest responsible and responsive bidders whose bid meets the requirements and criteria set forth in the Invitation to Bid.

Where more than one item is specified in the Invitation to Bid, the State reserves the right to determine the low vendor(s) either on the basis of each individual item, a group of items, or total of all items, unless otherwise provided in the Invitation to Bid or otherwise specified by the vendor. Where the Invitation to Bid provides for award(s) by item or groups of items, separate vendor awards will be made where each individual vendor award is in excess of \$5000.

14.5. Evaluation of Technical Offers and Bids

Technical offers and bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable (quantifiable). The Invitation to Bid shall set forth the evaluation criteria to be used. No criteria or

factors may be used in the bid evaluation that are not set forth in the Invitation to Bid [Tenn. Code Ann. § 12-3-203(d)].

14.6. Alternate Bids and Specifications

Alternate bids may be accepted if the alternate bid meets specifications and submitted on state provided pricing sheets.

14.7. Time Frame for Award

Each Invitation to Bid shall establish a time schedule for bid opening, evaluation, and inspection of the file. All sealed bids shall be publicly opened and examined at the time and place specified in the Invitation to Bid. An Invitation to Bid is considered awarded once the award documents have been signed by the Commissioner of General Services or the Commissioner's designee.

14.8. Tie Bids

A tie bid exists when two or more vendors offer products or services that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:

1. award item (s) to vendor who was low vendor on other items being bid per the same solicitation;
2. best delivery;
3. by lot or coin toss.

14.9. Purchase Order Cancellation

No cancellation of a State of Tennessee Purchase Order may be made except in writing by the Department of General Services, Purchasing Division. No cancellation of an Agency Purchase Order or Contract Release Order may be made except in writing by the Department of General Services, Purchasing Division or the issuing agency.

14.10. Contractual Agreement

The delivery of a State of Tennessee Contract Award with the valid signature of a contracting officer constitutes acceptance of the offer to sell and consummates the binding contractual agreement.

Only the Commissioner of General Services or the Commissioner's designee is authorized to bind the State in a contractual agreement. A contract signed by other State personnel is null and void and does not obligate the State to payment for

goods and services unless contracted for under authorization of Delegated Purchase Authority or Emergency Purchase.

Agency personnel are not authorized to sign standard contract forms used by vendors. (Tenn. Code Ann. § 12-3-105).

14.11. Amending Bid Prices

Bid prices may not be amended or changed after the bid opening -

14.12. Foreign Made Goods

To be considered, foreign made goods must meet specifications and must be in stock in the continental United States and available for immediate shipment at the time bids are submitted. If foreign made machines or mechanical equipment are offered, such offer must be supported by evidence acceptable to the Purchasing Division that adequate service locations, service personnel, and repair parts are available to the using agency from stock in the continental United States.

14.13. Protest by Vendor

A vendor may protest to the Commissioner of General Services a bid, bid process, procedure or pending award. The protest shall be submitted in writing to the Commissioner within seven calendar days after the vendor knows or should have known of the facts giving rise to the protest. In the case of a pending award, a stay of award may be requested. The Commissioner or the Commissioner's designee has the authority to settle and resolve a protest (Reference Tenn. Code Ann. § 12-3-214; Rule 0690-3-1-.12).

15. PUBLIC ACCESS TO THE BID PROCESS

15.1. Competitive Bids

Statutes require that purchases over \$2,000 be competitively bid. All purchases over \$5000 for agencies with Delegated Purchase Authority from bid, and \$25,000 for the Purchasing Division are to be by sealed bids, which shall be publicly opened and examined at the time and place specified in the Invitation to Bid (Reference Section 12.

15.2. Evaluation Period

During the period when evaluation is being made, all bid analysis is confidential. This measure simply maintains the integrity of the bidding system. No State personnel in any office should discuss information pertinent to any bid during this period.

Violation of the confidentiality of bids pending award seriously compromises the State in establishing contractual agreements. Abuse of the principle by any State employee could result in disciplinary action.

15.3. Inspection Period

All bidders have the right to inspect the bid file, prior to award, upon completion of the agency's evaluation. An agency's Invitation to Bid must include language similar to the following:

"The agency's evaluation is to be completed by (TIME) on (DATE). Interested bidders should contact the agency prior to the date and time stated above to schedule an appointment to inspect the bid file. The inspection period will be for _____ days/hours following the evaluation."

The agency must afford the bidders a reasonable opportunity to inspect the bid file within the stated time frame. All Invitations to Bid issued through the Purchasing Division will be open for inspection no less than seven (7) calendar days. If there is no request to inspect the bid file the Purchasing Agent will proceed with the award once the seven days have passed. Multi-step sealed bidding requires that no less than five (5) working days shall be provided for such inspection [Tenn. Code Ann. § 12-3-203(e)].

15.4. Inspection of Records

All purchase records of State agencies shall be opened and accessible to the public during the regular office hours of the agency.

16. SPECIAL INSTRUCTIONS

16.1. Products for Resale

Agencies which procure products for resale (i.e. commissary, restaurant, etc), should enter a Requisition (P1) on TOPS for a one-time purchase. When it is not possible to identify the specific need, the agency should enter a Requisition for Purchase (P1A) on TOPS to establish a term contract. Agency must identify and list all products singularly or by group on a requisition for purchase and furnish volume estimates for each purchase by line item on TOPS. On Delegated Purchase Authority from Bid request, the requisition note screen (RNTE) is used to document the specific product(s) detail which is to be covered under the delegation.

16.1.1. Customer Preference

Products identified by the agency as proprietary or sole source due to customer preference should be entered as a Requisition for Purchase on TOPS in accordance with Purchasing Rules [reference Rule 0690-3-1-.03 (5)]. Agency justification is required on TOPS on the RNTE screen.

16.1.2. Statewide Contract Purchases

Requested products available on Statewide Contract must be purchased from Statewide Contract for resale unless:

1. the minimum order by dollar amount or quantity stated in a Statewide Contract cannot be met;
2. the product is approved on the TOPS PAPV screen by authorized Purchasing Division procurement staff as proprietary due to customer preference;
3. packaging does not conform to resale standards (i.e., size, volume).

16.1.3. Taxes

The State is exempt from Federal excise tax and State sales tax, except for the tax on tobacco products, petroleum, and vaccines. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or used in the performance of a repair or construction contract.

Agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration, resale certificates will be issued to the requesting agency. The agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

16.2. Utility Contracts

The Department of General Services shall purchase or contract for all telephone, telegraph, electric light, gas, power, postal, and other services for which a rate for the use thereof has been established by a public authority in such manner as the Commissioner deems to be in the best interest of the State of Tennessee. Each such purchase or contract shall be made on a competitive basis whenever possible, in accordance with the Rules of the Department of General Services, Purchasing Division. Unless it has been determined that such purchase is single source. In the event that such purchase has been determined to be single source, the purchase shall then be made pursuant to the rules and regulations which

govern sole source procurements. Wherever practical such services shall be bid (Tenn. Code Ann. § 12-3-209).

16.3. New Equipment

All supplies and equipment offered and furnished must be new unless the Invitation to Bid specifically permits offers of used items. Reconditioned items are not considered new and will not be acceptable. Remanufactured items or demonstration models may be accepted at the State's discretion if it is specifically allowed in the Invitation to Bid.

16.4. Purchase of Used Equipment

An agency shall enter the Requisition for Purchase (P1) in TOPS. The used equipment will be inspected by the requisitioning agency to determine its condition. The results of this analysis shall be documented by the agency and submitted as a part of Requisition file in RNTE. An agency should identify and list all products individually or by group on the Requisition and furnish volume estimates for each product. Purchasing will make a detailed study of the cost factors involved (new cost vs. used cost) and will make the decision to either purchase the equipment, or reject the requisition. Competitive solicitations for bid shall be utilized, if practical, when used equipment is being purchased. Where bids are received, they will be examined to determine the used equipment's comparable value. If one bid is received, the Purchasing Division shall survey the market to determine the comparable value.

NOTE: No used item is acceptable if serial numbers or any other manufacturer's identifying label or markings have been removed, obliterated or changed in any way.

Agencies shall use this procedure when documenting the purchase of used equipment under their local purchase authority. Agencies are to code used equipment as "Y" on the RLI3 screen and obtain any other approvals as required by policy of the Board of Standards. A report will be furnished by the Department of General Services, Purchasing Division to the Board of Standards for information purposes.

16.5. Trade-Ins

The State may request bids for new equipment employing trade-in of used equipment. In such cases a trade-in price quotation will be requested for trade-in purchases and a separate price quotation without trade-in for the requested equipment. The State reserves the right to evaluate bids and award a contract either with or without the trade-in.

The Division of Property Utilization must approve that the item to be traded in is available for surplus and trade-in at the requisition stage and that the bid price offered is of fair market value at the pre-award stage. Agencies are to follow this procedure when using their local purchase authority. Agencies are to code trade-in as “Y” on the RLI3 screen. (reference Disposal of State Surplus Personal Property Rules and Regulation Manual; Rule 0690-2-1-12).

16.6 Testing of Qualified Products-(QPL)

The agency shall provide the vendor community sufficient time, prior to bid being let out, to submit products for testing. The agency is responsible for establishing a set minimum criteria for testing.

16.7. Sole-Source Purchase

There may be commodities or services which may not be procured by competitive means because of the existence of a sole source of supply. Sole-source purchases are made only when an item is unique and possesses specific characteristics that can be filled by only one source. These purchases must have prior approval by the Commissioner of General Services. In making this determination, the Purchasing Division considers factors such as the following:

1. Whether the vendor possesses exclusive and/or predominant capabilities or the item contains a patented feature not obtainable from similar products;
2. Whether the product or service is unique and easily established as one of a kind;
3. Whether the program requirements can be modified so that competitive products or services may be used;
4. Whether the product is available from only one source and not merchandised through wholesalers, jobbers or retailers;
5. Whether items must be interchangeable or compatible with in-place items.

Agency is to provide the following:

1. Documentation in TOPS (on RNTE) of justification as to why the product or service offered by the sole source vendor is the only product or service that can be utilized that will meet the agency requirements and is only offered by this sole source vendor;
2. Letter from agency's Commissioner to the General Service Commissioner requesting approval of sole source;
3. Letter from vendor/manufacture stating that the vendor is the sole source of the product of service; and

4. Diversity information from the sole source vendor as currently required in the invitation to bid documents utilized by Purchasing (Reference Section 16.13)

After review of the written justification from the requisitioning agency and determining that the item to be purchased meets one or several of the above criteria, the sole-source purchase may be made without following competitive bid procedures.

16.8. Proprietary Purchase

A proprietary product is one that is manufactured and marketed by a person or persons having exclusive right to manufacture and sell the product. Marketing is generally controlled by franchises that may include competitive sales at wholesale or retail levels. When it is found that bids may be obtained from different franchises, a formal Invitation to Bid is issued. Request for all proprietary purchases require written justification from the using agency on the TOPS RNTE screen (date and full name required) and approval by the Commissioner of the Department of General Services or the Commissioner's designee. The determining factor of sole-source purchase is also utilized in approval of proprietary purchase. [Rule 0690-3-1-.03(5)].

16.9. Computer & Telecommunications Hardware, Software & All Associated Peripheral Devices & Services.

Agencies requesting computer and telecommunications hardware, software or associated peripheral devices and services shall check for an agency term contract or a statewide contract on the TOPS system. Orders against contracts are by issuance of a P4C on TOPS. A Requisition (P1) is entered in TOPS for items not available on a term contract. The required commodity approvals on TOPS (prior to purchase) shall be determined by the Department of Finance and Administration, Office for Information Resources, Division of Budget and the Office of the Comptroller.

Purchasing policy shall be established governing the procurement of the above stated commodities. This policy shall be subject to agreement of the Department of General Services, Department of Finance and Administration, and the Office of the Comptroller. Other approvals may be required by policy of the Board of Standards. Agencies should submit any justification and/or documentation as required by approving on the appropriate TOPS screen (RNTE, SNTE, ONTE, or KNTE).

16.10. Multi-Step Bidding

16.10.1. Definition and Scope

This is a two phase method consisting of a technical first phase. This is composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the State. The second phase occurs when those bidders whose technical offers are determined to be acceptable during the first phase, have submitted their bids for consideration. The second phase occurs when those bidders whose technical offers are determined to be acceptable during the first phase have submitted their bids for consideration.

The multi-step sealed bidding process is designed to obtain the benefit of competitive sealed bidding by award of a contract to the lowest responsible and responsive bidder. This process provides the benefits of the competitive sealed proposals procedure through the Invitation to Bid of technical offers and to conduct discussions to evaluate and determine the acceptability of technical offers.

16.10.2. Mandated Utilization

Pursuant to Tenn. Code Ann. § 12-3-203(a)(1), multi-step sealed bidding is required on the acquisition of departmental computer systems involving the purchase of hardware and the development of application software.

16.10.3. Optional Utilization

Pursuant to Tenn. Code Ann. § 12-3-203(a)(2), multi-step sealed bidding may be used on any acquisition subject to the approval of the Board of Standards.

16.10.4. Acquisition

For acquisitions made under the provisions of multi-step sealed bidding, validation tests for the purpose of determining compliance with performance standards, or for objectively determining the validity of the bidder's performance outputs which has resulted in an adjustment to bid price may be conducted in phase two (2). After the apparent lowest responsible and responsive bidder has been determined. No such tests shall be required of the bidder unless, prior to the completion of phase one (1), validation tests shall be set forth in sufficient detail to enable bidders to perform such tests prior to the submission of the final technical offer. All performance standards, criteria for measuring performance output and validation tests shall be set forth in the Invitation to Bid. However,

nothing herein shall be construed to mean that such validation tests shall be required to be conducted by the State.

16.10.5. Evaluation Team

Acceptability of Technical offers shall be determined by an evaluation team consisting of user agency personnel. The Purchasing Division will chair the evaluation team. Other evaluation team personnel will be determined by the Department of General Services, Purchasing Division, based on the type of commodity being purchased, special requirements of the agency, cost of purchase, and other factor(s) stated in the Invitation to Bid.

16.11. Copy Machine Lease/Purchase

Each department will have the responsibility for determining the appropriate copier to meet its needs. This responsibility will include a review of the copying needs and requirements coupled with a financial analysis to determine the most economical procurement method (lease versus purchase).

16.12. Printing and Acquisition of Forms and Publications

The printing or acquisition of forms and/or publications is controlled by two separate statutes and procedures which involve the review and authorization of these items prior to the requisitioning of the printing process through the Purchasing Division. Publications for all agencies which are required to process procurement through the Purchasing Division are reviewed and authorized by the Publications Committee for State agencies, which is supported by the Department of General Services, Records Management Division. The authorization for the production or acquisition of forms is governed by the Paperwork Reduction and Simplification Act of 1976 as administered by the Department of General Services, Records Management Division.

16.12.1. Publication Acquisition and Printing

Prior to the preparation of a Requisition (P1) for Purchase requesting the printing or reprinting of a publication as defined by the rules and regulations of the Publications Committee, a "Request for Publication Authorization" (Exhibit 18) must be submitted to the Records Management Division for presentation to the Publications Committee or its staff for review and approval. Upon approval of the request, a publication authorization number is assigned to the publication for control and future reference. After the receipt of the authorization number from the Records Management Division, and when printing at a non-State-operated facility is authorized, the P1 Requisition for Purchase is prepared and submitted to the Purchasing Division for processing through the normal open-market purchasing procedures. When printing at a State-

operated facility, after all applicable approvals are secured (regardless of dollar amount) the request is prepared and submitted to that agency.

16.12.2. Forms Acquisition and Printing

Prior to the preparation of either a Requisition (P1) for Purchase requesting the printing or reprinting of a form, a "Forms Justification" (Exhibit 19) must be submitted to the Records Management Division for review and approval.

When approval of a form is granted, an authorization number is assigned to the form for control and future reference. After the receipt of the authorization number from the Records Management Division and when printing at a non-State-operated facility is authorized, the P1 Requisition for Purchase is prepared and submitted to the Purchasing Division for processing through the normal competitive bid procedures. When printing at a State operated facility, after all applicable approvals are secured (regardless of dollar amount), the request is prepared and submitted back to the state operated facility.

16.12.3. Recycling

Agencies are encouraged to purchase recycled products where available and where the pricing is competitive. Agencies are required to record recycled percentage on the TOPS OLI4 screen for purchases that contain recycled materials.

16.13. Purchasing from Minority-Owned, Woman Owned and Small Businesses

16.13.1. Description

All State agencies are to actively solicit bids from minority owned, woman owned and small businesses in order to purchase a fair proportion of purchases from- minority owned, woman owned and small businesses. A current listing of active and certified minority owned, woman owned and small businesses can be found on the Governor's Office of Diversity Business Enterprise Intranet website at: <http://intranet.state.tn.us/businessopp/actdivbus.pdf>. (Tenn. Code Ann. § 12-3-804).

16.13.2. Definition- Small Business

A business that is independently owned and operated, in accordance with the provisions of Tenn. Code Ann. § 12-3-802, and is not dominant in its field of operation.

16.13.3. Definition- Minority Owned Business

A continuing, independent, for profit business, that performs a commercially useful function and is at least 51% owned and controlled by one or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background and are a member of one of the following subcategories:

- (A) African American: a person having origins in any of the black racial groups of Africa;
- (B) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- (C) Asian American: a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
- (D) Native American: a person having origins in any of the original peoples of North America.

Any firm desiring to be certified as a minority owned business shall make application to the Governor's Office of Diversity Business Enterprise Intranet website at: <http://intranet.state.tn.us/businessopp/actdivbus.pdf>.

16.13.4 Definition-Woman owned Business

A woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least 51% owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more women and whose management and daily business operations are under the control of one or more women.

16.13.5. Certifications

All Governor's Office of Diversity Business Enterprise certified minority owned, woman owned and small businesses are coded by the Purchasing Division on the VEN2 screen in TOPS. This information is also available on the Go-DBE Intranet website at: <http://intranet.state.tn.us/businessopp/actdivbus.pdf>. Agencies are required to use this information to identify small, woman owned, and minority owned businesses when selecting vendors from whom bids are solicited for all delegated purchases.

16.13.6. Reporting

State agencies not utilizing TOPS for all purchases are required to submit monthly reports. The forms are available from the Governor's Office of Diversity Business Enterprise. The reporting forms are available at www.tennessee.gov/diversity. This information will be used in compiling an annual report to the Governor and the General Assembly concerning the number of solicitations, responses, and value of awards made to small, woman owned, and minority owned businesses as required by Tenn. Code Ann. § 12-3-808.

16.13.7 Procedures

Solicited Bids: Purchasing Division staff will actively solicit bids from minority owned, women owned, and small businesses in order to purchase a fair proportion of purchases from these business sectors, the subsequent items must be followed:

1. The Governor's Office of Diversity Business Enterprise (Go-DBE) has compiled a comprehensive directory of minority owned, woman owned and small businesses. The directory of active and certified businesses will be used in locating potential sources for various products and services. This list is located on the internet at www.tennessee.gov/diversity or intranet site at www.intranet@state.tn.us. Additionally, the directory is providing a listing of diversity businesses including industry capabilities for which these vendors are registered. These tools are available on the Go-DBE website. The purchasing staff will contact the Governor's Office of Diversity Business Enterprise directly and may be provided an updated listing of all diversity businesses currently registered with their respective capabilities.
2. The Purchasing Director shall report to the Governor's Office of Diversity Business Enterprise monthly, or as requested. The report must include: upcoming purchases, contract opportunities, and the level of procurement participation by minority owned, woman owned, and small businesses. A report of sub-contracting opportunities with diversity businesses including award amounts, percentage of participation by diversity businesses from the previous month will also be provided.
3. The Purchasing Director shall ensure that the diversity language in all Invitations to Bid issued by the Department, Division, or any other requisition submitted by other state departments, agencies, board or commission.

4. The diversity language is requesting bidders to indicate the level of diversity business participation for each individual procurement. The language is included in the boiler plate and incorporated as special terms and conditions. Bidders that do not address the diversity language may be determined unresponsive.
5. The Governor's Office of Diversity Business Enterprise (Go-DBE) will assist the Purchasing Director, upon request, with the evaluation of the diversity portion of the Invitation to Bid received in response to a solicitation.
6. The Purchasing Director shall notify the Governor's Office of Diversity Business Enterprise (Go-DBE) when Invitations to Bid are awarded indicating the estimated percentage of diversity participation, name of sub-contractor, award date, solicitation number, and the month awarded.
7. Any issues regarding vendor/bidder complaints that may lead to the cancellation or termination of contracts, or purchase orders awarded to diversity businesses registered with the Go-DBE will be shared with the Director of the Governor's Office of Diversity Business Enterprise prior to cancellation.
8. Purchasing Director will share information with Go-DBE to resolve complaints regarding non-performance, non-payment, default, issues of cancellation and/or termination of contracts and purchase orders of any business registered or certified with Go-DBE.

17. RECEIPT, STORAGE AND INSPECTION

17.1. Receipt

When supplies, materials, and equipment are received by a State agency, the receiving agent shall make a written certification that the supplies, materials, or equipment received were equal in quality and quantity to those purchased by entering the receipt information into the OREC and ORLN screens in TOPS. The agency's copy of the purchase order may be used to check goods and/or services received.

17.1.1. Shipping Documents

1. At time of delivery, the designated receiving person is to determine the purchase order/release number from the shipping documents, freight bill, packing slip, and invoice also verifying that the agency is the

actual consignee. Verify the corresponding agency purchase order from TOPS (or by receiving copy of the purchase order from the pending receiving file). Examine the carrier's freight bill, making sure that the number of cartons, crates, boxes, etc., shown on the freight bill is the same as actually received.

2. Examine containers for signs of external damage or pilferage. If signs of damage/pilferage are obvious or suspected, it is to be noted on each copy of the freight bill and signed (not initialed) by the delivering driver.
3. The receiving person shall sign the freight bill, retaining a copy for agency records. The notation "SUBJECT TO FURTHER INSPECTION" shall accompany the receiving agent's signature.
4. After material has been received, the internal contents of all boxes, crates or cartons are to be counted and inspected in order to determine that the material received agrees fully with the quantity and description shown on the packing slip, purchase order, and receiving documents in regard to quantity, quality, size, color, model number, specifications, etc.
5. If any discrepancies (overages, shortages, damages) should appear, they must be noted on the packing slip, receiving report, and purchase order. These discrepancies should be reported immediately to the agency's procurement representative, so that the appropriate corrective action may be taken.
6. All receiving documents (packing slip, receiving report, and purchase order), are to report quantities actually received, date received, vendor delivery, document number, and note the actual quantity received on TOPS screen ORLN.
7. The material received is to be retained and properly stored in the agency warehouse or sent to the proper department. Damaged goods and/or material deemed unacceptable are to be retained for further disposition.

17.1.2. Freight Collect/Collect on Delivery Shipment (C.O.D.)

1. Freight charges are not accepted unless they are prepaid by the shipper and added to the invoice. Freight charges should appear as a separate item on the purchase order.
2. If the freight bill reads "Collect", contact the shipper and have him inform the driver to change the charges to read "Prepaid". If all parties are in agreement, make sure the driver changes the charges to read "Prepaid" and signs both copies of the freight bill.

3. Under no circumstances sign a "Collect" freight bill that should be marked "Prepaid".
4. The receiving person shall not accept unauthorized "C.O.D." shipments. Contact your agency procurement representative for instructions.

17.1.3. Incorrect Items Shipped

1. If the entire shipment contains merchandise that was not ordered or does not meet the specifications, the receiving person shall not sign any receiving documents and must refuse the shipment. The shipment is to be returned at the vendor's cost.
2. If only one item (or a few) is shipped incorrectly out of an entire order and the shipment has been delivered via vendor's delivery person, the receiving person may refuse the incorrect item(s), and note all discrepancies on delivery ticket before signing the freight bill or packing slip. The agency procurement representative should be notified of the problem immediately.
3. If any entire order is received via common carrier and one item is incorrectly shipped, the following steps should be followed by agency receiving personnel:
 - a. Sign the freight bill as "Subject to Further Inspection" and have carrier's driver sign (not initial);
 - b. Identify the incorrect item(s) and note all discrepancies on freight bill, purchase order, receiving report, and packing slip prior to forwarding to accounting;
 - c. Provide the procurement representative with all documentation relative to the discrepancy; and
 - d. In any of the cases listed above, the vendor must be informed of all discrepancies by the receiving agency. Contact the vendor for instructions for returning the merchandise, at the vendor's expense.

17.1.4. Under shipments / over shipments

An under shipment is not to be confused with a partial delivery. A partial delivery indicates that the vendor has acknowledged that further shipments will be forthcoming. An under shipment (shortage), is when the actual count is less than the number of units of a particular item as it appears on the packing slip. An over shipment is when the actual count of a particular item is in excess of the number authorized on the purchase order and/or receiving documents.

1. The receiving personnel noting under shipment or over shipments may accept the order. However, all discrepancies (shortage and overages) must be noted on the delivery ticket before signature and a copy made for your files, if possible. This information must be noted on all receiving documents, and received in TOPS on ORLN.
2. Contact the vendor for instructions in returning the merchandise. Merchandise should be returned at the vendor's expense.
3. If under shipment occurs, advise your agency procurement representative. The agency procurement representative will follow up for the shortage or cancel the outstanding balance for the particular item.
4. If an over shipment occurs, advise your agency procurement representative, -who will either accept the excess items for stock or return the overage to the vendor.
5. It is an acceptable industry practice for some commodities (i.e., printing, yard goods, etc). to have a plus (+) or minus (-) ten percent (10%) variance. In these instances, a short-run or overrun is acceptable within the variances, and there is no need for purchasing to issue a Purchase Order Change. However, actual quantity received should be noted on all receiving documents for inventory and accounting purposes. Report all under shipments and over shipments in excess of the plus (+) or minus (-) ten percent (10%) variance to the Purchasing Division. The purchasing agent will advise you of any proposed action, and a change order will be effected if necessary.

17.1.5. Damaged Merchandise

1. Immediately upon delivery, examine all packages for visible or audible damage. If the entire shipment or majority of the shipment is apparently damaged, you may refuse the shipment.
2. If only one item (or a few) was damaged out of an entire order and the shipment has been delivered by a vendor's delivery person, you may refuse the one item. If only one item was damaged out of an entire shipment delivered by a common carrier (i.e., UPS), the agency should accept the shipment and note all damages on the delivery ticket, and/or freight bill, and receiving report unless instructed otherwise by the agency's procurement representative.
3. Any packages visibly damaged or suspected of concealed damages, must be examined in the presence of the driver to determine the condition of the contents within.

4. Note damages in detail on the freight bill. Sign and retain a copy. The notation "SUBJECT TO FURTHER INSPECTION" should accompany signature. This same information shall be documented in ONTE on TOPS.
5. Have the delivery personnel sign the agency copy and verify the notations (no initials, full signature required).
6. All deliveries should be inspected for concealed damages immediately.
 - a. Freight on Board (FOB)-Agency means that it is the vendor's responsibility to deliver procured items to the agency's dock unspoiled, undamaged, and at no additional cost to the agency as stated in the contract. It is the vendor's responsibility to contact the vendor selected carrier and request an Inspection Report whenever spoilage, pilferage, or damages occur.
 - b. Retain any damaged items and all packing materials at the location it was received. All damaged shipping containers must be kept for carrier's claims examiner/adjuster.
 - c. The agency procurement representative shall call the vendor immediately to report damaged materials. The agency procurement representative must confirm this contact in writing to the vendor and document on the ONTE screen in TOPS.

17.1.6. When Carrier makes Inspection of Damaged Items

1. Permit carrier's Inspector to physically examine the damaged items. Packing material for damaged items must be retained by agency receiving personnel along with freight bill.
2. Read carrier's Inspection Report before signing, and only sign if you are in agreement with the facts and conclusions. Any generalized statement such as "improperly packed" shall be challenged and definitive packaging violation cited. For concealed damage, avoid any statement to the effect that "damage could have been noted at time of delivery".
3. Unless repairs will be completely satisfactory, make sure the Carrier's Inspection Report requests replacement. A new item or part will be supplied by the vendor if the Inspection Report specifies "REPLACE".
4. The carrier's inspector will supply the agency a copy of the Inspection Report. Agency purchasing and receiving personnel shall have a copy of this report in their files.

17.1.7. After Carrier Inspection

1. Retain the damaged item and packing until written disposition is given by a carrier or vendor to use or dispose of them. A carrier may pick them up for salvage.
2. If a carrier picks up damaged items, the agency shall secure and retain a receipt for those damaged items.
3. Do not return damaged items to shipper without written authorization from the vendor, or unless specifically authorized by the agency procurement representative. Under the directive of the vendor, the agency must follow instructions as to returning procedures without cost to the agency.

17.1.8. Receipt of Goods When No Purchase Order Receiving Record is Available

1. Find out the purchase order number from delivery documents (Freight Bill and/or Packing Slip). Should the purchase order number not be referenced on the delivery documents, it is the carrier's responsibility to call the shipper, and obtain the required information.
2. If a receiving record is not found in the pending receiving report file or in the TOPS system, this absence might be attributed to emergency telephone orders. Contact your agency procurement representative for determination as to validity of shipment and authorization to accept merchandise. This should include details regarding quantity, specifications, etc. For future clarification, a notation should be made of the date and time of authorization to accept delivery and the person's name providing such. If purchases cannot be verified, they are considered unauthorized deliveries and must be refused.

17.1.9. Duplicate Shipments

1. When a check of receiving record on OQTY indicates the goods, materials, or equipment on the purchase order number were previously received, the receiving person will call the agency procurement representative.
2. In the event of a duplicate shipment, the agency procurement representative will authorize the receiving person to refuse delivery since goods were previously received. Receiving agency procurement representative will advise the vendor that their agency refused delivery and that the merchandise is being returned.
3. If a duplicate shipment is inadvertently received, the agency should first contact the vendor for return instructions.

4. If a vendor refuses to accept return, the agency should contact the Purchasing Division for instructions.

17.1.10. Receipt of Unordered/Unidentified Parcels

Procedures for identifying parcels when no purchase order number or department address is available on the label are as follows:

1. Open the package to check if a packing list and/or invoice is available showing the order information.
2. If no identifying information is found, contact the company that sent the parcel to determine who originated the order.
3. If it cannot be determined who ordered the merchandise, simply return the merchandise to the vendor at the vendor's expense.

Beware of fraudulent telephone solicitors who may ship unordered merchandise (office supplies, office machine products, etc). to unsuspecting agencies. Verify on TOPS that each incoming shipment has a legitimate purchase order number and was authorized prior to acceptance. If an unordered parcel is received, return the goods to shipper. The acceptance and use of the material could result in the agency having to pay the invoice. Report suspected fraudulent shipments to the Purchasing Division.

17.1.11. Substitutions

Substitution is defined as the manufacture or shipment of an item that materially conforms to or exceeds the specifications but may be technically different from the item bid. Substitutions are to be at the same or less than the awarded price. Substitutions shall require the approval of the Purchasing Division prior to shipment. Any products delivered that do not meet specifications will be returned to the vendor at the vendor's expense. When a shipment or product is returned, the contractor must make immediate replacement with acceptable merchandise or the State may seek remedies for default.

17.1.12. Points to Remember

1. The brand name or model listed on the Purchase Order/Release Order must be supplied by the vendor. Unauthorized substitutions shall be refused.
2. The agency is responsible for contacting the vendor to expedite an overdue shipment. If satisfactory service cannot be obtained, contact the Purchasing Division for assistance.

3. The notation "SUBJECT TO FURTHER INSPECTION" shall accompany the receiver's signature on the freight bill/delivery document.
4. Document and date all communications in TOPS on the ONTE screen. If complaint to vendor is employed document all correspondence on VCTX.
5. If the item received has a service and/or parts manual, record the applicable purchase order number, date of receipt, model number, serial number, and initial the cover.
6. Warranty cards must be promptly filled out and mailed to the manufacturer.
7. Perishable Items - Check spoilage and/or shelf-life dates. Advise the Purchasing Division if a vendor is supplying expired merchandise or if it is near expiration. Do not accept any merchandise with expired dates. Perishable items should be date stamped upon receipt to insure rotation of stock.
8. The Receiving Clerk, or appropriate person, should prepare the receiving record in the TOPS OREC screen promptly, to eliminate delay in payment of vendors.
9. Report damaged or pilfered shipments immediately to the vendor.
10. Report every shipment which does not meet or appear to meet requirements of the purchase order.
11. Report every shipment of inferior or substandard merchandise regardless of the provisions of the purchase order.

17.2. Monitoring Service Contracts

17.2.1. Ensure Quality Service and Entering Vendor Complaint

To ensure quality service, the agency shall monitor the contract vendor while on their property to ensure compliance with contract requirements. If at any time services are not provided in accordance with the contract terms, conditions and specifications, a reasonable effort to resolve the problem with the contract vendor should be made by the agency.

If the problem still exists, the agency shall enter a vendor complaint in the Tennessee On-Line Purchasing System (TOPS) or via email to the purchasing agent if the agency does not have access to TOPS. The vendor complaint letter shall be sent to the contract vendor containing the information entered in the TOPS vendor complaint screen or email.

The contract vendor is required to respond to the vendor complaint by the response date printed on the vendor complaint letter which has a maximum of 14 days. If the contract vendor fails to respond to the vendor complaint letter within the required time frame and/or fails to correct the problem for which the complaint was lodged, Purchasing Division will send the vendor a warning letter stipulating that continued non-performance to contract terms, conditions and specifications may result in cancellation of the contract and that additional penalties may be assessed.

If the contract vendor continues to fail to provide services in accordance with the contract terms, conditions and specifications, the agency shall enter another vendor complaint. In the event that the problem cannot be resolved to Purchasing Division's and the agency's satisfaction, all or part of the contract may be cancelled and the vendor may be removed from the qualified vendor list.

17.2.2. No Changes to Scope of Service Allowed

The agency is responsible for ensuring that the contract vendor is complying with the contract specifications. The agency is not permitted to change the scope of service once the contract is awarded.

17.2.3. Vendor to Comply with Changes Allowed For in the Contract

The agency can require the vendor to comply with changes allowed for in the contract. An example of this would be to adjust the scheduled work hours, the number of hours to be worked, the number of shifts, the number of personnel on a security guard contract as allowed for in the specifications. By signing the solicitation which generated the contract, the vendor has agreed to the specifications and has bid a firm bid price. The agency shall notify the contract vendor in writing that there is either a temporary or permanent change as allowed for in the contract. A copy of the letter shall be forwarded to the Contract Administrator in Purchasing Division. The Contract Administrator shall document the change in TOPS and place the letter in the bid file.

17.2.4. Getting Clarification of Changes to Contract Scope of Service

If at any time the agency is unsure if they are allowed to make any changes to the scope of service, the agency shall contact the Contract Administrator for clarification. The Contract Administrator shall respond in writing to the agency with the determination.

17.3. Using Percentage from Catalog Contracts:

The following are instructions on how agencies are to use as per catalog (APCAT) contracts:

17.3.1. User Agency

Following award, user agencies shall request a copy the contract holder(s) catalog, price list or price schedule and if applicable a separate price list for “excluded or special items”. The catalog, price list or price schedule shall be provided to the agency by the contract holder at no charge to the State. If the contract holder is granted a catalog name or price change, the agency shall request a new catalog, price list or price schedule from the vendor.

When placing orders agencies shall adhere to the special term and condition titled “minimum order (exemptions)” which include the minimum order amount and if the orders are to be in case quantities.

17.3.2. Contract Holder

The contract holder is required to provide all items in the catalog, price list or price schedule that pertains to the line item(s) awarded at the prices listed in the catalog, price list or price schedule and price code (if applicable). The price code, if any, will be shown on the contract line item.

The contract holder may not supply a catalog, price list or price schedule to the agency displaying any prices different than originally awarded unless the contract holder has been granted a catalog price change (increase or decrease) through Purchasing Division. In the event that a catalog price change has been granted, the contract will reflect the effective date of the price change, the new catalog number and the new catalog date.

The contract holder may request to substitute a different manufacturer’s catalog than was originally awarded through Purchasing Division and if granted, the contract will reflect the effective date of the catalog name change, the new catalog name, the catalog number and the catalog date.

17.3.3. How To Place Orders Using TOPS

In addition to other Tennessee On-Line Purchasing System (TOPS) screens used to place release orders, the agency will use the following TOPS screens:

When entering a release order, the agency shall enter on the OLI3 screen the contract line item number, the line item commodity code, the total (per each) quantity ordered, the unit of measure of APCAT, the catalog price (the price for one item/the per each price) and the catalog item number. The agency may add any special instructions such as size, color, etc on the OMOD screen.

The agency can elect to enter to enter a lot quantity of 1, the sum total of catalog prices for all items ordered for the applicable line item. The agency shall be

required to enter on the OMOD screen a list of the items ordered to include the catalog item numbers, the item descriptions and the quantity for each item ordered. The agency may include any additional special instructions to the contract holder on the OMOD screen.

TOPS will apply the percentage bid (discounted, net cost or mark-up) to the price listed in the catalog's price column on the OLI3 screen's unit price column and the extended amount column. The unit price column and the extended amount columns will reflect the actual cost to the agency. The purchase order form shall reflect the total calculated dollar amount of the order.

17.3.4. How To Place Orders Not Using TOPS (Manual System)

When placing orders for items from APCAT contracts not using the TOPS system, the user agency shall calculate the actual cost to them by applying the bidders percentage bid (discount, net cost or mark-up) to the price in the contract holders catalog, price list or price schedule and price code (if applicable). The purchase order form shall include a list of the items ordered per line item to include the catalog item numbers, the item descriptions, the quantity for each item ordered, the catalog price, the percentage bid, the total calculated cost to the agency, and the total calculated dollar amount of the order. The agency may include any additional special instructions to the contract holder on the purchase order form.

17.3.5. Multiple Listing Contracts-Products

If the term contract is a multiple listing award, whereby all responsive and responsible bidders are awarded (i.e. Medical or Dental Supplies), the user agency shall compare the bids of all of the contract holders for the same item to determine the low bidder. Once the low bidder is determined, the agency shall award to the low bidder using the TOPS system or the manual system. The agency shall be required to maintain documentation of their calculations on how they determined the low bidder for a period of seven years.

17.3.6. Multiple Listing Contracts-Services

If the term contract is a multiple listing award, whereby all responsive and responsible bidders are awarded (i.e. Corrugated Pipe), the user agency shall compare the bids of the three vendors closest to the job site applying the percentage bid (discount, net cost or mark-up) to the catalog price to determine the low bidder. Once the low bidder is determined and the vendor can provide all requested items and meet the requested delivery timeframe, the agency shall award to the low bidder using the TOPS system or the manual system. If the low bidder can not meet the required time frame or provide all requested products, the agency shall document by-pass of the low bidder in TOPS or manually (i.e. memorandum, letter, etc) and award to the next low bidder meeting all

requirements. The agency shall be required to maintain documentation of their calculations on how they determined the low bidder for a period of seven years.

18. INSPECTION, STORAGE, AND ISSUANCE

Under Tenn. Code Ann. § 4.3-1105 (3), the Department of General Services is given the general care and supervision of all central storerooms operated by the State. The Inspection Team is responsible for inspecting warehouses for the proper receipt, storage and issuance of goods and supplies. Agencies should utilize standard storage management (space/storage techniques), material handling equipment and principles, safety, inspection, and inventory control practices.

The Purchasing Division may require periodic reports by departments, institutions and agencies of the state government of stocks of supplies, materials, and equipment on hand. When requested, the Purchasing Division will indicate the form and content of such reports (Tenn. Code Ann. § 12-3-107).

Receipt, storage and issuance of goods and commodities are monitored to point out structural defects which cause waste or could be injurious to health and safety. Inventory control practices, such as rotation of stock, prevent losses of food or other perishable stock and ensure cost effectiveness.

18.1. Definition of Inspection

Inspection is the close and critical examination of commodities delivered to State agencies pursuant to duly authorized orders. It includes determination that;

1. unless otherwise specifically ordered, the delivery consists of new and unused merchandise;
2. commodities of the quality, grade, or standard specified in purchase order or contract award have been delivered;
3. the design, construction, ingredients, size, kind, type, make, color, style, etc., of the commodities conform to the requirements of the purchase order or contract;
4. the packaging and labeling, marking or other means of identification meet specifications; or, if not specifically called or, conform to the best commercial practices for protecting the items during transportation, storage, handling, and distribution;
5. unless otherwise specifically ordered, the delivery contains no materials classed as seconds, factory rejects, mill ends, distressed merchandise, or having other objectionable characteristics;

6. the commodities comply with specification requirements in all essential respects, are in good condition, and delivery has been made in accordance with the terms and conditions of the purchase order or contract; and
4. this inspection includes responsibility for determining quantity (counting is considered a responsibility of the receiver).

18.2. Methods of Inspection

There are five methods of inspection.

1. Visual or Physical Inspection.

This method utilizes the five senses - sight, taste, smell, hearing and touch.

2. Certification

Certified copies of the manufacturers' test certificates should be obtained whenever possible. Certificates of inspection or affidavits of compliance with specification may be obtained for certain items.

3. Mechanical Inspection

The mechanical inspection involves the measurement of certain physical properties. The using agency may request that a laboratory analysis be conducted by notifying the Purchasing.

4. Performance Inspection

The Performance Inspection is the verification of the performance capability of the product.

5. Analytical Testing

A laboratory is typically used for this type of testing and the approval of the Agency Procurement Representative is required before conducting any laboratory tests.

18.2.1. Inspection of Storeroom

State operated warehouses are inspected for compliance with standard warehousing practices. This inspection will consist of, but is not limited to, a detailed inspection of the following:

1. physical structure of warehouse and grounds;
2. receiving and shipping;
3. storage (common dry storage; heated and refrigerated space);
4. reports and records;
5. material handling equipment;

6. safety;
7. security;
8. fire protection;
9. rodent control;
10. insect control;
11. commodities (receipt, storage and issuance);
12. direct purchase;
13. contracts.

18.3. Evaluation of Products & Property-contact Property Utilization Division for Policy.

The Property Utilization Division must be contacted by the agency for the evaluation of property earmarked for destruction, purchase, sale or transfer. The Approval by Destruction form GS-0712 (reference Exhibit 21) is utilized by the Property Utilization Division for authorization of the following:

1. destruction of supplies or commodities not able to be exchanged and reused as per procedures;
2. the destruction of items unfit for human consumption; and
3. the review of usage patterns of all commodities, regardless of how purchased to determine where overstock situations exist and list same for surplus transfer.

19 VENDOR COMPLAINTS

19.1 Role of Vendor Complaint Section

1. Assist using agencies regarding deficiencies in commodities received, utilizing Complaint to Vendor, to communicate findings back to the using agency, vendor and the Purchasing Division.
2. Acquire and/or prepare documentation of such deficiencies as is necessary to resolve the problem.
3. Maintain permanent records of vendor problems and, when necessary, prepare a complaint to vendor on TOPS using the VCO2 and VCO3 screens, and document on TOPS on VCTX to have inadequate vendors removed from the TOPS qualified vendor list.

4. Routinely sample commodities in agency warehouses and storing areas for conformance to purchase order specifications at time of delivery or later.
5. Select or accept samples of goods from the agencies and follow through with procedures for laboratory analysis when necessary.
6. Communicate regularly, in both oral and written form, with other units in State agency purchasing sections to be advised of potential problems, provide feedback or jointly consider appropriate actions.

19.2. Complaints

The Vendor Complaint screens in TOPS (VCOM, VCO2, VCO3 and VCTX) are used by agencies to report instances where the vendor fails to perform in accordance with the purchase order (reference Exhibit 9). This includes failure to perform by the date specified or within a reasonable length of time and any unacceptable difference(s) between the purchase order and the merchandise received. A reasonable effort to resolve the problem should be made by the agency before filing a Vendor Complaint (Reference Section 6.3.6. of the TOPS User Manual).

19.2.1. Instructions: Complaint to Vendor

Items with unacceptable differences that are visible should be refused, returned and reported as returned, with a full explanation of the reason for the return. Performance that is below that which can be reasonably expected or hidden damages should be reported immediately upon discovery. The nature of the complaint should be marked accordingly with any additional information listed.

19.2.2. Initial Distribution

Original copy - This copy is mailed to the vendor by the Purchasing Division.

No. 2 copy - This is utilized by the Complaint section. It includes documentation of resolution and is added to the vendor's complaint file.

19.2.3. Vendor Reply

The vendor is required to reply to a Complaint to Vendor (GS-0041) in writing within fourteen (14) days. In extreme cases vendors may be given less time to respond. The Purchasing Division is to act to secure a definite commitment of action by the vendor if a reply is not received. Failure to reply may result in removal of the vendor from the approved TOPS mailing list of bidders.

19.2.4. Contract Cancellation

Any issues regarding vendor complaints that may lead to the cancellation or termination of contracts, or purchase orders awarded to a Diversity Business will be shared with the Director of the Governor's Office of Diversity Business Enterprise.

19.2.5. Shared Information

Purchasing Director will share information with Go-DBE to resolve complaints regarding non-performance, non-payment or default or recommendations of cancellation or termination of contracts and purchase orders of any business registered or certified with Go-DBE.

19.2.6. Vendor Resolution to Complaint

The Purchasing Division may schedule a meeting with the vendor and agency to attempt a resolution. The complaint team relies upon input from the using agency, vendor and purchasing agent in an effort to expeditiously resolve all complaints. A brief explanation of the resolution is recorded in the VRES screen in TOPS by the Purchasing Division.

19.2.7. Removal from Qualified Vendor List

Failure to respond to three (3) consecutive mailed Invitations to Bid on a particular Qualified Vendor List may result in removal from that list. Cancellations, terminations, defaults, and debarments become a part of the vendor's application file.

Failure of a vendor to perform satisfactorily in any of the below areas may result in removal from the bid list and may also result in a vendor's liability for damages to the State;

1. Over shipments;
2. Under shipments;
3. Late Shipments;
4. Failure to Ship;
5. Damaged Products;
6. Defective Products;
7. Shipments not in Conformance with Specifications;
8. Unauthorized Substitutions;

9. Billing Errors;
 10. Service Deficiencies;
 11. Failure to Respond to Complaints;
 12. Unethical Practices;
 13. Misrepresentation of Merchandise;
- Conviction or plea of guilty or no contest to crimes involving fraud or restraint of trade with respect to public contracts.

20. COMPLIANCE

The Purchasing Division Compliance Assurance Team is responsible for ensuring state agencies are following proper purchasing procedures. They will utilize a combination of reports from both TOPS and STARS, along with key TOPS screens, agency documents, and reports on payment card activity, to determine where purchasing violations may be occurring. They will also work with state agencies to help schedule training and provide assistance with procedure issues. This team will also make recommendations for disciplinary action for agencies that need corrective action.

The Compliance Assurance Team will also be responsible for overview of all requisitions for Delegated Purchasing Authority from Bid. If a previous DPA from Bid was in place, the team will utilize various screens in TOPS to review purchasing practices on the prior DPA for compliance and violations. Examples of DPA violations may include but are not limited to failing to obtaining the proper number of bids or purchasing an item which is not authorized on the DPA. Purchasing may request copies of agency bid documents.

20.1. Method Used in Audit

1. Provide assistance to state agencies needing guidance and training regarding purchasing policies and procedures.
2. Review reports provided by the Department of Finance and Administration, Division of Accounts to help verify that vendors utilized by a payment card are registered with the Purchasing Division.
3. Overview of all DPA from Bid activity utilizing various screens in the automated system and agency documents.
4. Work with user agencies to train both procurement and receiving personnel on the proper methods of receipt, recording of goods received, and what to look for and how to document discrepancies in the shipment.
5. Help monitor items ordered from statewide contracts to ensure that items received meet specifications on the contract (reference section 17.2).

6. The Purchasing Compliance counselor will make a written report to the Compliance Team Supervisor who will review and make recommendations for corrective action.

20.2. Findings and Recommendations

The Compliance Supervisor will report findings and recommend corrective action to the Purchasing Director. Recommended penalties are based on several factors; including number, severity, and repetitiveness of findings. Corrective action may include, but are not limited to:

1. Deny DPA from Bid.
2. Letter to Agency Head requiring a response. The response must clearly state and explain what methods will be used to prevent future violations from occurring.
3. Mandatory Re-training.
4. Report findings to General Services Internal Audit and State Audit Division of the Office of the Comptroller of the Treasury.
5. Report findings to the Board of Standards.
6. Revoke or Reduce delegated purchase authority.

21. PAYMENTS

21.1. Payment

To promote good public relations and to take advantage of any discounts offered, agencies should establish internal procedures to ensure prompt transmittal of claims to the Division of Accounts for payment. Upon receipt of claims from vendors, the expending agency verifies the actual receipt of commodities delivered or services performed, prepares a Voucher Register, FA-0061, or a Journal Voucher, FA-0077, if payment is to be made to a State agency and determine the following:

1. the original invoice is attached as support for the expenditure;
2. quantities indicated on the invoice agree with, or are less than, quantities received on the TOPS OREC screen;
3. extensions and totals on the invoice submitted for payment are correct;
4. cash discounts are taken if earned;
5. the state tag number that has been recorded in the POST system is written on the face of the invoice for payment of expenditures associated with:

- equipment with an initial cost of \$5000 or more (Code 16x);
- sensitive minor equipment (Code 099);
- 6. the Voucher Register is signed by individuals authorized by the agency head.

Upon completion of these requirements, the claims are submitted to the Division of Accounts for audit and payment.

21.2. Expenditures

Expenditures are recorded when claims for commodities received or services performed are processed through the Division of Accounts for payment.

21.3. Repetitive Purchase

Contract release orders with repetitive fixed costs may be copied using the OCPY (Order Copy) screen in TOPS. Inquire on the OCPY screen on the purchase order to copy and key "ADD" in the function. The new purchase order number will appear in the "new order number" field.

21.4. Prompt Payment

The Prompt Payment Act of 1985 requires that, if no date for payment is agreed upon in the contract, payment will be made within forty-five (45) days after receipt of a correct invoice. Overdue payments accrue one and one-half percent (1 1/2%) interest, and an agency may not seek additional appropriations to pay disputed bills.

21.5. Encumbrances

The encumbrance procedure restricts a portion of an allotment at the time a commitment is made. This is done to preclude over commitments of funds by expending agencies, thus ensuring amounts will be available to cover expenditures when the commodities are delivered or services performed. Claims for personal services and other exempt items are not normally encumbered against an allotment. These are recorded as expenditures and reduce the balance of the allotment at time of payment.

22. EXEMPTIONS

22.1 Exempt Agencies

The following State agencies are exempt by law (Tenn. Code Ann. § 12-3-103) from purchasing through the Purchasing Division. Where the Purchasing Division has established term contracts, exempt agencies are required to use such contracts

unless they can obtain the product at a lesser cost. All exempt agencies must adhere to the policies and procedures of the Board of Standards and may purchase through the Purchasing Division.

1. The General Assembly of the State of Tennessee;
2. The University of Tennessee;
3. The State University and Community College System;
4. The State Technical Institutes.

22.2 Exempt Commodities and Services

The purchase, lease, construction, management and disposal of highways, bridges, public buildings, real estate, insurance policies, and professional services are exempt from purchase through the Purchasing Division but are governed by other laws and regulations. The operation of vending machines and vending stands in State facilities is exempt from purchase through the Purchasing Division in instances where the Blind Services Division of the Department of Human Services prefers to operate the facilities. [Reference –Tenn. Code Ann. § 71-4-207]

22.3 Purchase Order Exemptions

Some purchases will not require a purchasing document to accompany payment requests, some specified purchases and services require a contract to be established by either the Department of Finance and Administration or the Department of Personnel. In addition, other specific purchases do not require a contract but require additional approval by the Department of Finance and Administration or the Department of Personnel. State agencies are not required to submit a purchase order for certain purchases as listed below unless otherwise noted on term contracts. These purchases, however, may be governed by other law or regulation and may require approval by a State agency.

1. Purchases of up to \$2000 are exempt unless the item(s) is procured pursuant to a contract entered into by the Purchasing Division. A printed purchase order may not be required by the vendor, however, an OFST order must be completed in TOPS or purchased utilizing a payment card.
2. Telephone billings.
3. Books (State funds should never be used to purchase political publications of any sort).
4. Newspaper, radio or television advertisements.
5. Freight charges not incurred in connection with the purchase of supplies and equipment.
6. Postage charges, including the purchase of metered postage.

7. Charges on airline and gasoline credit cards.
8. Bonding fees or Notary Public fees.
9. Building permits.
10. Deed registration fees.
11. Court fees.
12. Utility billings, connection fees and landfill charges.
13. Prescriptions for individuals for emergency treatment for clients or wards of the State.
14. Title fees, title insurance or title search.
15. Tuition, fees and supplies for training of individuals (Approved by the Department of Personnel for State employees).
16. Occasional charges for rooms for meeting and attendant expenses.
17. Expenses in connection with meetings, such as coffee and doughnuts.
18. Rental of vehicles while on approved travel.
19. Chemical and pesticide samples for mandated Federal and State testing by Department of Agriculture. Individual purchases not to exceed \$200.

22.3 Prior Approval Required

This list includes purchases which do not require purchase orders but which should be made by contract or authorization approved by either Department of Finance and Administration (F&A), Department of Personnel (DOP), or Department of General Services Purchasing Division pursuant to applicable rules and procedures as indicated and approved by:

1. Fees for personal, consultant, and professional services. Examples are doctors, lawyers, veterinarians, architects, consultants, court reporters, interpreters, ambulance, demurrage, appraisals (F & A Rules, Chapter 0620-3-3, and DOP);
2. Rental or lease of property (F&A);
3. Purchase of artifacts for historical or commemorative purposes (Purchasing);
4. Tuition, fees and supplies for training of individuals. (the Department of Personnel on Form 602, Out Service Training Nomination, for State employees by the Department of Finance and Administration for other individuals);
5. Occasional charges for rooms for meetings, and attendant expenses in excess of \$200 per day for a maximum of five (5) days would be required. The \$200 per day maximum would be totally inclusive of all charges for the day (F&A);

6. Convention fees/Registration fees in excess of \$100 per individual for a maximum of ten (10) individuals (F&A);
7. Association entry fees (F&A).
8. Organization membership dues and subscriptions to newspapers, periodicals, newsletters, or pamphlets (F&A, reference Board of Standards' policy in Section 12.4);
9. An employee's moving expenses. (F&A);
10. Rental of passenger vehicles (F&A);
11. Purchase of awards for State employees (DOP);
12. Purchase of awards for private citizens (F&A);
13. Honoraria and attendant expenses (F&A); or
14. Insurance policies (F&A) or an appropriate committee as required by law).

22.5 Correction of Accounting Errors

At times payment is made for the balance of a purchase order when the full amount of the purchase order has been previously liquidated in error. This type of payment should not be classified as an emergency and does not need a Departmental Purchase Order or Emergency Purchase Order (P4E). The agency must submit a journal entry request to the Division of Accounts requesting reinstatement of the purchase order balance that was liquidated in error. Payment should be processed through TOPS as usual.

22.6 Direct and Associated Expenses of Debt Management

Contracts for procurement of services in connection with issue, sale, purchase and delivery bonds, notes, and other debt obligations or the administration, safekeeping, and payment after delivery of such debt obligations by the State or any of its agencies (State Funding Board, State School Bond Authority, Housing Development Agency and Local Development Authority) are exempted from purchase through the Purchasing Division. Such procurements are accomplished under the direction of the respective governing bodies (Chapter 115, Section 4 of the Public Acts of 1983 and Tenn. Code Ann. § 12-4-109 and 12-4-110).

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For Internal Use Only

TOPS ID: _____ Initials: _____

Date: _____ Buyer Code: _____

TOPS SECURITY FORM

Complete and return this form to request access/changes in security to the Tennessee on Line Purchasing System (TOPS). Agencies will promptly notify the Purchasing Division in writing with any changes affecting TOPS user security access. This form must be completed in its entirety and signed and dated by the director and the employee requesting TOPS access. Type or print the information. **TAB to each field or you may need to double click on the shaded areas to type in the fields or choose from the drop down box. You also may use the F1 (help key).**

☐ Choose your Option☐ Update User's Function

RACF-ID (required)

User's Name: (Last, First) **Please print**

Allotment Code

TOPS Agency Number(s)

E-Mail Address (@state.tn.us)

00/00/

Date received TOPS Training

AC

Telephone Number Ext

Messenger Mailing Address

or

Agency Street Mailing Address

Security clearance is requested for the following functions:☒ Inquiry☐ Invoicing (INVO)☐ Fixed Asset: (OFIX)☐ Procurement (BUYR)☐ Receiving (RECV)☐ Approval (see below)☐ Order Cancellation

(OCHG)

☐ Payment (PAYM)☐ Other _____ (Used by TOPS Admin Only!)**Approval functions:** List information below. **Please choose from the drop down boxes****Choose One** Approver for

Name: (Last, First) (person who is being replaced.)

Choose One Approver for

Name: (Last, First) (person who is being replaced.)

Approval for TOPS Agency Number(s):

Fiscal Director Signature (required)

AC

Telephone Number

1/31/07

Date

Mail or Fax request to: State of Tennessee, TOPS Security Admin.312 8th Avenue North, 3rd Floor WRS Tennessee Tower

Nashville, TN 37243-0557

Fax (615) 741-0684

Telephone: (615) 741-3333

By my signature below, I agree to strictly abide by all Purchasing Rules, Statutes, the Agency Purchasing Procedures Manual, and TOPS User Manual of the Department of General Services, Purchasing Division. I further certify that I will be responsible for complying with any changes or revisions made to same. I understand that this information is available on the State of Tennessee, Purchasing Division web site located at www.intranet.state.tn.us/generalserv/purchasing/tops.

TOPS User's Signature (required)
GS-1037 (rev. 04/05)

Department Name

1/31/07

Date

E1

DEFINITIONS

Acknowledgment - A form used by a vendor to advise a purchaser that his order has been received. It usually implies acceptance of the order.

Act of God - A danger that could not be avoided by human power; any natural cause of damage which is irresistible (e.g. hurricane, flood, lightning), and which is in no way connected with negligence.

Agency - A relationship between two parties by which one, the agent, is authorized to perform or transact certain business for the other, the principal; also, the office of the agent. An administrative division of a government.

Agent - A person authorized by another, called a principal, to act for him.

Agreement - The bargain of the parties in fact as found in their language or by implication from other circumstances including course of 1 through 9 of this title (47-2-208). Whether an agreement has legal consequences is determined by the provisions of chapters 1 through 9 of this title, if applicable; otherwise by the law of contract (47-1-103). See Contract.

All-or-None-Bid - A bid for a number of different items, services, etc., in which the bidder states that he will not accept a partial award, but will only accept an award for all the items, services, etc., included in the bid.

Alternate Bid - A response to a call for alternate bids. A bid submitted in knowing variance from the specifications. Such a bid is only acceptable when the variance is deemed to be immaterial.

Antitrust Legislation - Laws that attempt to prevent or eliminate monopolies or oligopolies and to prevent noncompetitive practices.

Appropriation - Legislative sanction to use public funds for a specific purpose. Money set apart for a specific use.

Arbitration - A process by which a dispute between two contending parties is presented to one or more disinterested parties for a decision. Resolution of a disagreement by such a process.

As Is - A term indicating that goods offered for sale are without warranty or guarantee, and that the purchaser takes the goods at his own risk without recourse against the seller for the quality or condition of the goods.

Authorized Price List - A price list of the products and/or services covered in a contract which contains minimum essential information needed by users for placing orders.

Award - The presentation of a purchase agreement or contract to a bidder; the acceptance of a bid or proposal.

Back Door Buying - Making a purchase without going through a central purchasing authority.

Back Door Selling - Direct, undue marketing effort to induce preference on the part of program managers or using agencies for particular product, service, or seller with intent to constrain competition.

Back Order - That portion of an order which a vendor cannot deliver at the scheduled time and which they re-entered for shipment at a later date.

Best Interest of the State - A term frequently used in granting a purchasing official the authority to use his discretion to take whatever action he feels is most advantageous to the government. The term is used when it is impossible to anticipate adequately the circumstances that may arise so that more specific directions could be delineated by the law or regulation.

Bid - An offer, as a price, whether for payment or acceptance. A quotation specifically given to a prospective purchaser upon his request, usually in competition with other offerers. Also, an offer by a buyer to a seller, as at an auction.

Bid Award File - A file divided into commodity and item sections listing those solicited for individual bids, what each response was, and other information. The bid award file is used to compare past bids for award patterns that might reveal collusive agreements or to make other comparisons of data.

Bid Bond - An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a specific bidder, if his bid is accepted, fails to sign or comply with the contract as bid.

Bid Opening - The process through which the contents of bids are revealed for the first time to the government, to the other bidders, and usually to the public. See: Public Bid Opening.

Bid Sample - A sample required by the Invitation to Bids to be furnished by bidders as part of their bids to establish a quality level for the products being offered.

Bidder - Any person who makes a bid.

Bidders List - A list maintained by the purchasing authority setting out the names and addresses of suppliers of various goods and services from whom bids, proposals, and quotations can be solicited.

Bill - A list of charges or costs presented by a vendor to a purchaser, usually enumerating the items furnished, their unit and total cost, and a statement of the terms or sale; an invoice.

Bill of Lading - A document evidencing the receipt of goods for shipment issued by a person engaged in the business of transporting or forwarding goods, and includes an air bill.

Boiler Plate - Colloquial designation for standard terms and conditions, usually preprinted, incorporated in an Invitation for Bids, Request for Proposals, or a contract or purchase order.

Bona Fide - In good faith.

Bond - An obligation in writing, binding one or more parties as surety for another.

Brand Name - A product name which serves to identify that product as having been made by a particular manufacturer. A trade name.

Brand Name or Equal - A specification that cites brand names, model numbers, or other identifications as representing quality and performance called for, and inviting bids on comparable items or products of any manufacturer.

Brand Name Specification - A specification that cites brand name, model number, or some other designation that identifies a specific product as an example of the quality level desired.

Breach of Contract - A failure without legal excuse to perform any promise which forms a whole or part of a contract.

Cash Discount - A discount from the purchase price allowed to the purchaser if he pays within a specified period. See: Discount.

Cash on Delivery (COD) - Payment due and payable upon delivery of goods.

Catalog - A listing of item identifications arranged systematically.

Caveat Emptor - "Let the buyer beware." A maxim stating the buyer should be careful in making a purchase because the burden of defective goods rests with him. In contravention, the seller can be held responsible for certain defects by means of suitable specifications, warranties, and contractual terms and conditions.

Caveat Venditor - "Let the seller beware." A maxim relating to situations where the vendor bears the responsibility for defects in the goods he sells.

Central Purchasing Authority - The administrative unit in a centralized purchasing system with the authority, responsibility, and control of purchasing activities.

Centralized Purchasing - A system of purchasing in which the authority, responsibility, and control of purchasing activities is concentrated in one administrative unit.

Change Order - A written order directing the contractor to make changes which the Changes clause of the contract authorizes the purchaser to order without consent of the contractor.

Code of Ethics - A written set of guidelines within which judgments and considerations of professional ethics and behavior should be made. See "Purchasing Ethics".

Collusion - A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful, or unlawful purpose.

Collusive Bidding - The response to bid invitations by two or more vendors who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

Commodity - An article of trade, a moveable article of value, something that is bought or sold; any moveable or tangible thing that is produced or used as the subject of barter or sale.

Competition - The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, and service.

Competitive Bidding - The offer of prices by individuals or firms competing for a contract, privilege, or right to supply specified services or merchandise.

Competitive Negotiation - A method for contracting for goods and services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices be allowed, and the offer deemed by the awarding authority to be most advantageous in terms of criteria and designated in the Request for Proposals is accepted; a negotiated procurement. (Reference Rule 0690-3-1-05)

Confirming Order - A purchase order issued to a vendor, listing the goods or services and terms of an order placed verbally, or otherwise, in advance of the issuance of the usual purchase document.

Conflict of Interest - A situation wherein an individual as part of his duties must make a decision or take action that will affect his personal interest. See "Code of Ethics". "Purchasing Ethics".

Consideration - Acts, promises, or things of value exchanged by two parties that validates a contract between them.

Contingency - A possible future event or condition arising from presently known or unknown causes, the outcome of which is indeterminate at the present time.

Contract - The total legal obligation which results from the party's agreement as affected by chapters 1 through 9 of this title and any other applicable rules of law. See: Agreement.

Contractor - One who contracts to perform work or furnish materials in accordance with a contract.

Contractual Services - Furnished under a contract in which the nature and basis for charges and other pertinent contractual terms and conditions are defined. See "Services", "Client Services", "Professional Services", "Proprietary Services".

Cooperative Purchasing - The combining of requirements of two or more political entities in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.

Corrupt Combination, Collusion, or Conspiracy in Restraint of Trade - Terms referring to an agreement between two or more businesses to stifle, control or otherwise inhibit free competition in violation of state and/or federal antitrust laws or regulations. See "Collusive Bidding", "Price Fixing".

Damages - Compensation, usually in money, for injury to goods, persons, or property.

Data - Recorded information, regardless of form or characteristic.

Debarment - A shutting out or exclusion for cause (as a bidder from the list of qualified bidders).

Default - Failure by a party to a contract to comply with contractual requirements; vendor failure.

Defect - A non-conformance of an item with specified requirements.

Delivery - With respect to instruments, documents of title, chattel paper or securities means voluntary transfer of possession.

Delivery Schedule - The required or agreed time, or rate, or delivery of goods or services.

Delivery Terms - Conditions in a contract relating to freight charges, place of delivery, time of delivery, or method of transportation.

Departmental Purchase Order - A limited and specific purchaser order used in situations where authority to make the type of purchase involved has been delegated to using agencies.

Descriptive Literature - Information, such as charts, illustrations, drawings, and brochures which show the characteristics or construction of a product or explain its operation, furnished by a bidder as a part of his bid to describe the products offered in his bid. The term includes only information required to determine acceptability of the product, and excludes other information, such as that furnished in connection with the qualifications of a bidder or for use in operating or maintaining equipment.

Designee - A duly authorized representative of a person holding a superior position. See "Purchasing Agent".

Discount - An allowance or deduction granted by the seller to the buyer, usually when certain stipulated conditions are met by the buyer, which reduces the cost of the goods purchased. However, discounts may be granted by the seller without reference to stipulated conditions. An example of such use of discount is the application of discount to a nominal or "list" price to establish the "net" or actual price. See "Cash Discount", "Quantity Discount", "Standard Package Discount", "Trade Discount".

Emergency Purchase - A purchase made without following the normal purchasing procedure in order to obtain goods or services quickly to meet an emergency.

Equal, Or Equal - A phrase(s) used to indicate the substitutability of products of similar or superior function, purpose, design, and/or performance characteristics.

Equipment - Personal property of a durable nature which retains its identity throughout its useful life.

Escalation Clause - A clause in a purchase contract providing for upward adjustment of the contract price if specified contingencies occur; price escalation clause.

Established Catalogue Price - The price included in a catalogue, price list, price schedule or other form that:

- a. if regularly maintained by a manufacturer or contractor;
- b. is either published or otherwise available for inspection by customers; and
- c. states prices at which sales are currently or were last made to a significant number of any category of buyers, or to the general buying public, for the supplies or services involved.

Ethics - See "Code of Ethics", "Purchasing Ethics".

Evaluation of Bid - The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid relating to the selection of the winning bid.

Exhaustion of Administrative Remedies - A legal doctrine to the effect that where an administrative remedy is provided by statute or governing rule or regulation, relief must be first sought from the administrative body, and all attempts to obtain such administrative relief must be expended before the complaining party may look at the courts for relief.

Expedite - To hasten or to assure delivery of goods purchased in accordance with a time schedule, usually by contact by the purchaser with the vendor.

Express Warranty - Any affirmation of fact or promise made by a seller to a buyer which relates to the goods and becomes part of the basis of the bargain.

Fair Market Value - A price that would induce a willing purchaser to purchase or a willing seller to sell in an open market transaction; the price a property would bring at a fair sale between parties dealing on equal terms.

Firm Bid - A bid that binds the bidder until a stipulated time of expiration.

Fixed Price Contract - A contract which provides for a price that does not change.

Forfeiture of Deposit or Bond - A loss by omission, negligence, or misconduct for the performing of or the failure to perform a particular act, (e.g., not accepting a contract when an award is made); breach of contract.

Formal Bid or Offer - A bid which must be forwarded in a sealed envelope and in conformance with a prescribed format to be opened at a specified time.

Fraud - A positive act resulting from a willful intent to deceive another with the purpose of depriving him of his rights or property.

Generic Name - Relating to or characteristics of a whole group or class; not protected by trademark registration.

Good Faith - Honesty in fact in the conduct or transaction concerned.

Goods - Anything purchased other than services or real property. See: "Uniform Commercial Code".

Guarantee - To warrant, stand behind, or ensure performance or quality, as a supplier in relating to his product.

Honor - To pay or to accept and pay, or where a credit so engages to purchase or discount a draft complying with the terms of the credit.

Identical Bid - A bid that agrees in all respect with another bid.

Ineligible Bidder - A supplier who, by reason of financial instability, unsatisfactory reputation, poor history or performance, or other similar reasons, cannot meet the qualifications for placement on the bidders list or for award.

Informal Bid - An unsealed competitive offer conveyed by letter, telephone, telegram, or other means.

Inspection - Critical examination and/or testing of items to determine whether they have been received in the proper quantity and in the proper condition and to verify that they conform to the applicable specifications.

Inspection Report - A report to inform the purchasing authority of the quality or condition of the items delivered.

Invitation to Bid - A request, verbal or written, which is made to prospective suppliers requesting the submission of a bid on commodities or services. This includes all documents, whether attached or incorporated by reference, utilized for soliciting bids.

Item - Any product, material, or service.

Late Bid or Proposal - A bid or proposal which is received at the place designated in the Invitation for Bids after the hour established by the invitation as the time by which all bids or proposals must be received.

Latent Defect - A defect in which could not be discovered by ordinary and reasonable inspection.

Lead Time - The period of time from date of ordering to date of delivery which the buyer must reasonably allow the vendor to prepare goods for shipment.

Lease - A contract conveying from one person (lessor) to another (lessee) real estate or personal property for a term in return for a specified rent or other compensation.

Lease-Purchase Agreement - A rental contract in which the renting party's periodic payments or parts thereof are applied both to fulfill the rental obligation and as installments for eventual ownership of the commodity upon completion of the agreement.

License - A non-transferable permission granted by a government or other authority to perform an act or to engage in an enterprise that is restricted or regulated by law.

Life-Cycle Costing - A procurement technique which considers operating, maintenance, acquisition price, and other costs of ownership in the award of contracts to ensure that the item acquired will result in the lowest total ownership cost during the time the item's function is required.

Line Item - A procurement item specified in the Invitation for Bids for which the bidder is asked to give individual pricing information and which, under the terms of the invitation, is usually susceptible to a separate contract award.

Liquidated Damages - A specific sum of money set as part of a contract, to be paid by one party to the other if he should default on the contract.

List Price - The published price for an item that a vendor uses for informing customers and potential customers.

Local Purchase - A purchase by an agency for its own use or for the use of another agency logistically supported by it.

Lowest Responsible Bidder - That bidder who is awarded a contract because his bid in unit price, total cost of operation, or value per dollar is lower than any of the bidders whose reputation, past performance, and business and financial capabilities are such that they would be judged by the appropriate government authority to be capable of satisfying the government's needs for the specific contract.

Lump Sum - A price agreed upon between vendor and purchaser for a group of items without breakdown of individual values; a lot price.

Manufacturer - One who controls the design and production of an item, or produces an item from crude or fabricated materials, or assembles materials or components, with or without modification, into more complex items.

Market (Noun) - The aggregate of forces that determine the availability prices, and amount of trade in the exchange of goods.

Market (Verb) - To carry out all activities intended to sell a product or service. Includes advertising, packaging, surveying the potential market, etc.

Material(s) - Items required to perform a function or used in a manufacturing process, particularly those incorporated into an end product or consumed in its manufacture.

Mistake in Bid - A miscalculation in composing a bid resulting in an incorrect price or other term which may affect the bidder's eligibility to be awarded the contract.

Monopoly - a. An exclusive right or power to carry on a particular activity;

b. Ownership or control of the supply of or market for a product or service sufficient to allow stifling competition, controlling prices, or otherwise restricting trade.

Most-Favored-Customer Clause - A condition in a bid solicitation and/or contract to the effect that the contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract. The use of a "most favored customer" clause impedes competition.

Multiple Contract Award - The award of separate contracts to two or more bidders for the same commodities but for different geographic areas, different quantities or different conditions.

Multi-Step Bidding - Is a two-phase process consisting of a technical first phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the State, and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtain the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and to conduct discussions to evaluate and determine the acceptability of technical offers.

Mutual Assent - The state where the parties to a contract agree to all terms and conditions in the same sense and with the same meaning.

Negligence - The failure to do that which an ordinary, reasonable, prudent man would do, or the doing of some act which an ordinary, prudent man would not do. Reference must always be made to the situation, the circumstances, and the knowledge of the parties.

Net Price - Price after all discounts, rebates, etc., have been allowed.

No Bid - A response to an Invitation for Bids stating that the respondent does not wish to submit a bid.

Non responsive Bid - A bid that does not conform to the essential requirements of the Invitation for Bids; non conforming bid, unresponsive bid.

Offer - The act of one person that gives another person the legal power to create a contract to which both of them are parties; to perform such an act.

Oligopoly - A market situation in which a few companies control or dominate the market for a product or service.

Open-Market Purchase - A purchase, usually of a limited dollar amount, which is made by buying from any available source, as opposed to buying from a bidder who has responded to an Invitation to Bids.

Order - A request or command issued to a supplier for goods or services at a specified price. See: "Uniform Commercial Code".

Packing List - A document which itemizes in detail the contents of a particular package or shipment.

Partnership - An agreement under which two or more persons agree to carry on a business, sharing in the profits and losses by an agreed to proportion, but each being liable for losses to the extent of all of his personal assets.

Party - As distinct from "third party" means a person who has engaged in a transaction or made an agreement within chapters 1 through 9 of this title.

Prepaid - A term denoting that transportation charges have been or are to be paid at the point of shipment.

Pre qualification of Bidders - The screening of potential vendors in which a government considers such factors as financial capability, reputation, management, etc., in order to develop a list of bidders qualified to bid on government contracts. See: "Bidders List", "Qualified Bidder".

Price Adjustment Provision - A condition in a solicitation and resultant contract that allows the price under the contract to decrease or increase under defined conditions; the condition should provide for the purchaser to cancel any individual item affected, or the contract, if a request for increase is not acceptable.

Price - The amount of money that will purchase a definite quantity, weight, or other measure of a commodity.

Price Fixing - Agreements between competitors to sell at the same price, to adopt formulas for the computation of selling prices, to maintain specified discounts, to maintain predetermined prices differentials between different quantities, types, or sizes of products, or other means of setting prices charged to purchasers.

Price Protection - An agreement by a vendor with a purchaser to grant any reduction in price which the vendor may establish on his goods prior to shipment of the purchaser's order. Price protection is sometimes extended for an additional period beyond the date of shipment.

Price Rebate - A refund or allowance on price, given usually after the completion of a contract and frequently based on some relationship with the business volume.

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Price Schedule - A list of prices applying to varying quantities or kinds of goods.

Principal - One who employs an agent; a person who has authorized another to act on his account and subject to his control.

Priority - The degree of precedence given to a particular requisition, order, or contract to obtain completion, delivery, or performance on a particular date at the expense, if necessary, of competing demands to the same supplier or facility.

Procurement - The process of obtaining goods or services, including all activities from the preparation and processing of a requisition, through receipt and approval of the final invoice for payment. The acts of preparing specifications, making the purchase, and administering the contracts are involved. See: "Purchasing Cycle".

Proprietary Article - An item made and marketed by a person or persons having the exclusive right to manufacture and sell it.

Proprietary Services - Work by independent contractors where the process is more important than the product, if any. Proprietary service contracts usually run to partnerships, firms, or corporations rather than individuals and are usually awarded through competition. Examples of proprietary service contracts include janitorial and custodial, protection and security, maintenance and repair, data processing service bureau.

Proposal - An offer made by one party to another as a basis for negotiations for entering into a contract.

Proposal Evaluation Criteria - Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

Protest - A complaint about a governmental administrative action or decision brought by a bidder or vendor to the appropriate administrative section with the intention of achieving a remedial result.

Prototype - A model suitable for evaluation as to design, construction, workmanship, performance, and compliance with specifications. See: "Pilot Model".

Public Bid Opening - The process of publicly opening and examining bids, conducted at the time and place specified in the Invitation for Bids and/or the advertisement, and in the view of anyone who wishes to attend. See: "Bid Opening".

Public Record - All information about government activities that is available for public inspection.

Purchase - Includes taking by sale, discount, negotiation, mortgage, pledge lien, issue or reissue, gift or any other voluntary transaction creating an interest in property.

Purchase Description - The words used in a solicitation to describe the supplies, services, or construction to be purchased, including any performance, physical, or technical requirements. Unless the context requires otherwise, the terms "purchase description", "purchase specification" and "specification" may be used interchangeably.

Purchase Order - A purchaser's document used to formalize a purchase transaction with a vendor. A purchase order, when given to a vendor, may contain statements as to the quantity, description, and price of the goods or services ordered; agreed terms, and all other agreements pertinent to the purchase and its execution by the vendor. A purchase order constitutes acceptance of a bid, resulting in a contract.

Purchase Order Release - A purchaser's document used to initiate a shipment of goods or services in accord with an existing contract.

Purchase Request - Information transmitted by a using agency requesting the central purchasing office to effect a contract for a particular need or group of needs. The request may include, but is not limited to, a performance or technical description of the requested item, delivery schedule, transportation mode, criteria for evaluation, suggested sources of supply, and information related to the making of any written determination required by policy or procedure.

Purchase Requisition - A form used to request the purchasing department to purchase goods or services from vendors.

Purchasing Agent - An administrator whose job includes soliciting bids for purchases and making awards of purchase contracts; buyer.

Purchasing Cycle - The cycle of activities carried out by a purchasing department in the acquisition of good and services.

Purchasing Ethics - Moral concepts and practices based on the principle that the public interest is paramount, applicable to the personnel of the purchasing department and all other persons involved in the purchasing process, particularly with respect to the expenditure of government funds and relationships between public employees and sellers.

Purchasing, Public - The process of obtaining goods and services for public purposes in accordance with law and procedures intended to provide for the economical expenditure of public funds.

Qualified Bidder - A bidder determined by the government to meet minimum set standards of business competence, reputation, financial ability, and product quality for placement on the bidders list.

Qualified Products List - A specification which is developed by evaluating various brands and models of an item and listing those that are determined to be acceptable as the only ones for which bids may be submitted; an approved brands list.

Quality Assurance - A planned and systematic series of actions considered necessary to provide adequate confidence that a product that has been purchased will perform satisfactorily in service.

Quality Control - The procedures and policies used to ensure adequate quality of goods produced or received.

Quantity Discount - An allowance determined by the quantity or value of a purchase.

Quotation - A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; the stating of the current price of a commodity; the price so stated.

Readvertise - A rejection of bids received followed by the cancellation and reissue of an Invitation to Bid.

Receiving Report - A form used by a receiving function to inform others, such as the purchasing and accounting departments, of the receipt of goods purchased.

Regulations - Governing precepts and procedures made by an administrative body or agency under legislative authority that sometimes have the force and effect of law.

Remedy - Any remedial right to which an aggrieved party is entitled with or without resort to a tribunal.

Requisition - An internal document by which a using agency requests the purchasing department to initiate a procurement.

Responsible Bidder - A person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

Responsive Bidder - A person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

Restraint of Trade - The effect of contracts or combinations which eliminate or stifle competition, effect a monopoly, artificially maintain prices, or otherwise hamper or obstruct the course of trade and commerce as it would be carried on if left to the control of nature and economic forces.

Restrictive Specifications - Specifications that unnecessarily limit competition by eliminating items that would be capable of satisfactorily meeting actual needs.

Rule - A regulation, standard, statement of policy or order of general application having the effect of law, issued by a government agency to implement, interpret or make statute law specifics.

Rules and Regulations - Governing precepts and procedures made by an administrative body or agency under legislative authority that usually have the force and effect of law.

Salvage - Property that is no longer useful as a unit in its present condition but has some value in addition to its value as scrap, usually because parts from it may be recovered and reused.

Scheduled Purchase - A purchase for which a bid opening date is pre-scheduled so that using agencies' requirements for the period covered by the contract can be gathered and combined for the Invitation for Bids.

Scrap - Property that has no value except for its basic material content.

Sealed Bid - A bid which has been submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids; usually required by the purchasing authority on major procurements to ensure fair competition among bidders.

Service - Work performed to meet a demand, especially work that is not connected with a manufacturing process.

Service Contract - A contract that calls for a contractor's time and effort rather than for a concrete end product.

Shall - Denotes the imperative.

Single-Source Procurement - An award for a commodity which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.

Small Business - A designation referring to a firm, corporation, or establishment that has a small number of employees, low volume of sales, small amount of assets, or limited impact on the market, and is independent (i.e., is not an affiliate or subsidiary of a business dominant in its field of operations).

Sole-Source Procurement - An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

Solicitation - The process of notifying prospective bidders or offerors that the jurisdiction wishes to receive bids for furnishing goods or services. The process may consist of public advertising, mailing Invitations for Bids, posting notices, telephone or telegraphic messages to prospective bidders, or all of these.

Specifications Committee - A committee which advises and assists the central purchasing authority in establishing specifications. Often such a committee includes representatives with expertise from using agencies and specializes in a particular product area. A committee may also contribute advice and assistance in the development of standards.

Spot Purchase - A one-time purchase occasioned by a small requirement, an unusual circumstance, or to take advantage of a favorable market condition.

Standard Specification - A specification established through a standardization process to be used for all or most purchases of the item involved.

Standardization (of Specifications) - The process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose.

Supplier - A firm that regularly furnishes needed items to a business or government; a vendor.

Supplies - Items which are consumed or expended in the course of being used.

Surety - Includes a guarantor.

Surplus Property - Inventory not required by one using agency or all using agencies at the present time or in the foreseeable future.

Tabulation of Bids - The recording of bids and bidding data that was submitted in response to a specific invitation for the purpose of comparison, analysis, and record keeping.

Telegram - Includes a message transmitted by radio, teletype, cable, any mechanical method of transmission, or like.

Term - That portion of an agreement which relates to a particular matter.

Term Contracting - A technique in which a source or sources of supply are established for a specified period of time, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

Terms and Conditions - A phrase generally applied to the rules under which all bids must be submitted and the terms that are included in most purchase contracts which are often published by purchasing authorities for the information of all potential bidders.

Terms of Payment - Purchase transactions require payment for the goods or services received, and with exception of an unusual exchange or barter agreement there are three basic payment terms: cash, open account, and secured account.

Testing - A phase of inspection involving the determination by technical means of the physical and chemical properties of items, or compounds thereof, requiring not so much the element of personal judgment as the application of recognized and established scientific principles and procedures.

Title - The means whereby a person's ownership of property is established.

Token Bid - A perfunctory offer by a bidder with no serious intent of being the successful bidder; usually submitted to maintain eligibility for the bidders list or as an act of collusion.

Trade Discount - A deduction from an established price for items or services, often varying in percentage with volume of transactions, made by the seller to those engaged in certain businesses and allowed irrespective of the time when payment is made.

Trademark - A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate his particular goods, and which no other person has the legal right to use.

Uniform Commercial Code - Uniform statute law adopted by states for consistency and modernity in law governing commercial transactions.

Unit Price - The price of selected unit of goods or service (e.g., price per ton, labor hour, foot).

Unit Price Extension - The calculation of the total price of goods by multiplying the price per unit by the number of units purchased.

Unsuccessful Bidder - An offer whose bid is not accepted for reasons of price, quality, failure to comply w/specifications, etc.

Using Agency - A unit of government that requisitions items through central purchasing.

Value - Except as otherwise provided with respect to negotiable instruments and bank collections (47-3-303, 47-4-208 and 47-4-209) a person gives "value" for rights if he acquires them: (a) in return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or (b) as security for or in total or partial satisfaction of a preexisting claim; or (c) by accepting delivery pursuant to a preexisting contract for purchase; or (d) generally, in return for any consideration sufficient to support a simple contract.

Value Analysis - An organized effort to analyze the function(s) of products, systems specifications and standards, and practices and procedures, intended to satisfy the required function(s) in the most economical manner.

Vendor - A supplier.

Vendor File - The accumulated record maintained by the central purchasing authority of information relevant to his business relationship with the record of performance under contracts, correspondence, and the results of special-purpose analyses.

Void - Without legal effect; unenforceable.

Waiver of Bid(s) - A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement; also "Waiver of Competition".

Waiver of Mistake or Informality - The act of disregarding errors or technical nonconformities in the bid which do not go to the substance of the bid and will not adversely affect the competition between bidders.

Written or Writing - Includes printing, typewriting or any other intentional reduction to tangible form. [Acts 1963, ch. 81, 1 (1-201)]

UNITS OF MEASURE

A	ACRE	CM	CENTIMETER
ADS	ADSORBED	CN	CAN
AM	AMPULE	CNT	CONCENTRATE
ANL	ANNUALLY	CO	CONTAINER
APCAT	AS PER CATALOG	CO IN	COLUMN INCH
APCLP	AS PER CATALOG LIST PRICE	COPY	PRICE PER COPY
ASM	ASSEMBLY	CP	CAPSULE
ASST	ASSORTMENT	CP -T	CAPSULE - TIME RELEASE
ASSY	ASSEMBLY	CR	CREAM
AST	ASSORTMENT	CS	CASE
AV	TWENTY FIVE	CST	CRYSTAL
BA	BALL	CT	CARTON
BC	BLOCK	CU	CUBITAINER
BCH	BATCH	CU FT	CUBIC FOOT
BD	BUNDLE	CU IN	CUBIC INCH
BDFT	BOARD FEET	CU YD	CUBIC YARD
BDS	BEADS	CUFT	CUBIC FOOT
BE	BALE	CUIN	CUBIC INCH
BF	BOARD FEET	CUM	CUBIC METER
BG	BAG	CW	HUNDRED WEIGHT
BI MO	BI-MONTHLY	CY	CYCLE
BK	BOOK	CYL	CYLINDER
BL	BARRELL	D	FIVE HUNDRED
BNK	BANK	DA	DAY
BO	BOLT	DI	DISPENSER
BR	BAR	DIS	DISCOUNT
BT	BOTTLE	DISP	DISPOSABLE
BT DP	BOTTLE DEPOSIT	DOSES	DOSES
BU	BUSHEL	DP	DROP
BU DR	BULK DRUM	DR	DRUM
BULK	BULK	DSK	DISKETTE
BX	BOX	DZ	DOZEN
C	COPIES	EA	EACH
C CF	HUNDRED CUBIC FEET	ED	EDITION
C LBE	100 LABELS	EL	ELIXER
CA	CARTRIDGE	EM	EMULSION
CB	CARBOY	EN	ENVELOPE
CC	CUBIC CENTIMETER	ET	EXTRACT
CCL	TWO HUNDRED FIFTY	EX	EXPECTORANT
CE	CONE	FD	FOLD
CF	CUBIC FOOT	FEE	FEE
CFT	HUNDRED FEET	FET	FLUID EXTRACT
CHK	CHECK	FLT	FLAT(S)
CK	CAKE	FORM	FORMS
CL	COIL	FR	FREIGHT
CLN	CLEANING	FT	FOOT
CLS	CLASS	FT2	SQUARE FOOT

E3

UNITS OF MEASURE

FT3	CUBIC FOOT	MEQ	MILLIEQUIVALENT
GA	GAUGE	MFT	THOUSAND CUBIC FEET
GE	GELATIN	MG	MILLIGRAM
GL	GALLON	MI	MILE
GM	GRAM	MIL	MILLION
GP	GROUP	MIN	MINUTE
GR	GROSS	ML	MILLILETER
GRN	GRAIN	MM	MILLIMETER
GU	GRANULES	MO	MINIMUM ORDER
HD	HUNDRED	MOW	MOWING
HK	HANK	MS	MINIMUM SHIPMENT
HR	HOURLY	MT	MATRIX
IJ	INJECTION	MTH	MONTH
INS	INSTALLATION	MUL	MULTIPLE
INSP	INSPECTION	MX	ONE THOUSAND
JB	JOB	M2	SQUARE METER
JE	JELLY	M3	CUBIC METER
JG	JUG	NODE	PER NODE
JOB	JOB	OL	OIL
JR	JAR	ON	OINTMENT
KEG	KEG	OT	OUTFIT
KG	KILOGRAM	OZ	OUNCE
KL	KEY LINE	P U	PICK UP
KM	KILOMETER	PA	PASTE
KT	KIT	PAGE	PAGE
L	LITER	PAL	PALLET
L FT	LINEAR FOOT	PC	PIECE
L MI	LINEAR MILE	PCT	PERCENT
L YD	LINEAR YARD	PD	PAD
LB	POUND	PE	PELLETS
LB PK	LAB PACK	PG	PACKAGE
LF	LEAF	PI	PILLS
LG	LENGTH	PJ	PROJECT
LINE	LINE	PK	PACK
LL	FIFTY	PKG	PACKAGE
LO	LOTION	PKT	PACKET
LQ	LIQUID	PL	PAIL
LT	LOT	PM	PLATE
LTN	LONG TON	PR	PAIR
LUG	LUG	PS	PLASMA
LZ	LOZENGES	PT	PINT
M	METER	PTS	PARTS
M FT	1000 FEET.	PU	PUMP
M U	MARK UP	PV	PULVULE
M-LIC	THOUSAND LICENSES	PW	POWDER
MCG	MICROGRAM	QR	QUIRE
ME	MEAL	QT	QUART

E3

UNITS OF MEASURE

QTR	QUARTERLY	TB	TABLET
RA	RATION	TB-T	TABLET-TIME RELEASE
RD	ROD	TC	TROCHES
RD TP	ROUND TRIP	TLT	TITLE
RE	REPRINT	TN	TON
REM	REMOVAL	TNMI	TON MILE
RL	REEL	TO	TROY OUNCE
RM	REAM	TP	TAPE
RN	RESIN	TR	TIME RELEASE
RO	ROLL	TRAY	TRAY
ROOM	ROOM	TRIM	TRIMMING
RPT	REPORT	TRIP	TRIP
RTL	RENTAL	TRKLD	TRUCK LOAD
S ANL	SEMI-ANNUALLY	TRMT	TREATMENT
S/PK	STANDARD PACK	TU	TUBE
SA	SACK	TUN	TUNING
SE	SET	TX	TUBEX
SEC	SECOND	UD	UNIT DOSE
SECT	SECTION(S)	UT	UNIT
SER	SERUM	VC	FIVE HUNDRED
SET	SET	VI	VIAL
SETUP	SET UP	WK	WEEK
SF	SQUARE FOOT	WT	WEIGHT
SH	SHEET	X	TEN
SHM	SHAMPOO	XV	FIFTEEN
SK	SKEIN	XXV	TWENTY FIVE
SKID	SKID	YD	YARD
SL	SPOOL	YD2	SQUARE YARD
SMP	SAMPLE	YD3	CUBIC YARD
SN	SOLUTION	YEAR	YEAR
SO	SHOT	YR	YEAR
SP	SPANSULE	2M FT	TWO THOUSAND FEET
SQ FT	SQUARE FOOT	4-WKS	4 WEEKS
SQ IN	SQUARE INCH		
SQM	SQUARE METER		
SQS	SQUARES		
SR	SYRINGE		
SRP	SYRUP		
SS	SUSPENSION		
ST	STRIP		
STU	PER STUDENT		
SV	SLEEVE		
SX	STICK		
SY	SQUARE YARD		
SYST	SYSTEM		
T/I	TRADE IN		
TAB	TAB		

Standard Agency Lease and Installment Agreement

AGENCY:	
ALLOTMENT CODE:	COST CENTER:

This Instrument Prepared By:
State of Tennessee
Real Property Administration
William R. Snodgrass Tennessee Tower
22nd Floor, 312 Eighth Avenue North
Nashville, Tennessee 37243-0299

NO.

This Lease, entered into as of this _____ day of _____, 20____, by and between _____, hereinafter called the Lessor, and the State of Tennessee, hereinafter called the State:

WITNESSETH:

1. **LOCATION.** The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of __, City of __, located at _____.

2. **DESCRIPTION.** The premises above are more particularly described as follows:

square feet of net rentable office and related space located at

Being part of the same property further described in last recorded instrument conveyed to the Lessor in Deed Book __, Page __, recorded in the Register's Office, County, Tennessee.

3. **TERM.** The term of this lease shall commence on _____, and shall end on _____, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. **RENTAL.** The State shall pay rental in arrears on the last day of the payment period as follows: annual rent of \$____, payable in installments of \$____ per _____. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

4.A. **AUTOMATIC DEPOSITS.** "The Lessor shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Lessor by the State. Once this form has been completed and submitted to the State by the Lessor, all payments to the Lessor, under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. The Lessor shall not invoice the State for services until the Lessor has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. **TERMINATION FOR CONVENIENCE.** The State may terminate this lease at any time by giving written notice to the Lessor at least _____ days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

5A. **TERMINATION FOR CAUSE.** The State may in its sole discretion terminate this lease at any time for any of the following causes: (a) Failure of the Lessor to provide any of the services required under the terms of this lease; (b) Failure by the Lessor to make such

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addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. **APPROPRIATIONS.** All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.
14. **DESTRUCTION.** If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said leased premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event the State remains in possession of said premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

**ITEM 15: CHOOSE ONE OF THE FOLLOWING
AND DELETE OTHER ITEM 15**

15. **SERVICES AND UTILITIES.** The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, all utilities (except telephone), hot and cold water, heat equipment and air conditioning equipment. In addition, the Lessor shall furnish to the State, during the lease term, at Lessor's cost, the following services and supplies: (Enter "X" in each applicable box)

- | | |
|--|--|
| <input type="checkbox"/> (1) Janitor Services & Supplies | <input type="checkbox"/> (3) Elevator Service |
| <input type="checkbox"/> (2) Drinking Fountains | <input type="checkbox"/> (4) Restroom Supplies |

The janitorial service, if provided above, shall be provided in accordance with the following schedule: Daily - Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls, yard care; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary. Weekly-Mop all floors and dust all venetian blinds. Vacuum carpets, if any. Every Other Month-Strip and wax all floors. Semi-Annually-Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

However, the State will reimburse the Lessor annually for the cost of utilities associated with and properly allocable to the premises leased by the State in excess of \$1.40 per square foot. Lessor shall provide the State, on an annual basis at the end of each anniversary period of this Lease, a detailed list of costs subject to State reimbursement under this paragraph. Payment shall be made on the last day of the month following receipt of such list.

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modifications, alterations or improvements as may be necessary to insure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility applicable to the leased premises, except where deficiencies are caused by the State; (c) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; (d) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding; (e) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease; (f) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this lease; (g) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and (h) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notice thereof to Lessor.

6. **NOTICES.** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows: To the Lessor at:
- To the State at: Department of Finance & Administration
Office of Real Property Administration
William R. Snodgrass Tennessee Tower
22nd Floor 312 Eighth Avenue North
Nashville, Tennessee 37243-0299
Phone: ()**
7. **ASSIGNMENT AND SUBLETTING.** The State shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.
8. **INSPECTION.** The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
9. **ALTERATIONS.** The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.
10. **SURRENDER OF POSSESSION.** Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.
11. **QUIET POSSESSION.** The Lessor agrees that the State in keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.
12. **REPAIR AND MAINTENANCE.** During the lease term, the Lessor shall maintain the leased premises and appurtenances which he provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee. Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes **MONTHLY**, ballasts and starters, and air conditioning and ventilating equipment filters. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in

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In order for any expenses to be reimbursable hereunder by the State, the costs incurred by the Lessor must have been reasonable and necessary as well as the costs being reasonable and actual. The Lessor shall maintain documentation for all charges against the State under this Lease. The books, records and documentation of the Lessor, insofar as they relate to reimbursement by the State for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

15. SERVICES AND UTILITIES. The Lessor shall furnish to the State, during lease term, at Lessors sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

O (1) All utilities (except telephone) O (4) Elevator Service O (6) Restroom Supplies

O (2) Janitor Services & Supplies O (5) Hot and Cold Water Equipment O (7) Heat Equipment

O (3) Drinking Fountains O (8) Air Conditioning Equipment

The janitorial service, if provided above, shall be provided in accordance with the following schedule: Daily -Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls, yard care; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary. Weekly-Mop all floors and dust all venetian blinds. Vacuum carpets, if any. Every Other Month-Strip and wax all floors. Semi-Annually-Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

16. SERVICES CREDIT. Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. TIME OF ESSENCE. Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST. The Lessor has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES. The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and The Americans with Disabilities Act.

21. SPACE AUDIT. The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of his knowledge. The State reserves the right to perform physical measurements of said space and adjust the rental amount based upon the

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Exhibit 4

{Department}
{Lessor's Name}
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- amount of space as measured. If the measured amount is less than the amount of space indicatOO in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reportOO by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.
22. PEST CONTROL. The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.
23. The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtainOO, approval of this agreement has been given by the State Building Commission, if applicable, and the fully executOO document retumOO to the Lessor.
24. PAYMENT OF TAXES: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.
25. Prior to the execution of this lease, the special provisions which are describOO below and/or attachOO hereto and incolporatOO by reference were agreed upon.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSOR STATE OF TENNESSEE

BY: BY:

Date Head of Agency Date

APPROVED:

BY:

Commissioner Date
Finance and Administration

BY:

Attorney General Date
(Approved as to Form & Legality)

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Exhibit 4

{Department}
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AUTHENTICATION FORM FOR LEASE
MADE BY AND BETWEEN

AND
THE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DA VIDSON

Personally appeared before me, the undersigned Notary Public for Davidson County , ,
Commissioner of the with whom I am personally acquainted and who, upon oath, acknowledged
that he/she is the Commissioner of the, and that he/she as Commissioner, being authorized so to
do, executed the foregoing instrument for the purpose therein contained by signing the name of
the State of Tennessee by himself/herself as Commissioner.

20 Witness my hand and seal at office, this day of .
.

Notary Public

My Commission Expires:

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Standard Agency Lease and Installment Agreement
Exhibit 4

Product Comparison Chart

A.MODEL_5 SESSION (WAN3270.WSC)

File Edit Transfer Config Window Utilities Help

ENTER FUNCTION: _ TRANS: RPRF

REQUISITION PRODUCT COMPARISON REFERENCE TABLE
KEY IS REQUISITION NO, COMMODITY CODE AND FILE NUMBER

REQUISITION....: 1030083 : SNOWPLOWS
: :
COMMODITY CODE: 765 50 000000 : SNOW PLOWS, TRUCK MOUNTED
FILE.....: 19-51
TITLE.....: PLOW, SNOW, TRUCK MOUNTED; 10' X 36"
WRITTEN BY....: #19 BYRON VAUTIER DATE: 05/06/96
TOTAL LINES: 0229

MAKE.....: HENKE MODEL: 36R-10 OTHER:
MAKE.....: FLINK MODEL: FSP10MA38 OTHER: TN OR PA

PC LINE 1 COL 18

Start GroupWise 4.1a A.MODEL_5 ... Notify HiJaak PRO 11:35 AM

A.MODEL_5 SESSION (WAN3270.WSC)

File Edit Transfer Config Window Utilities Help

ENTER FUNCTION: gET TRANS: RPCM

REQUISITION PRODUCT COMPARISON MATRIX
KEY IS REQUISITION NO, COMMODITY CODE AND FILE NUMBER

REQUISITION....: 1030083 : SNOWPLOWS
COMMODITY CODE: 765 50 000000 : SNOW PLOWS, TRUCK MOUNTED
FILE.....: 19-51 TITLE : PLOW, SNOW, TRUCK MOUNTED; 10' X 36"
COPY TEXT.....: N FROM REQ #: COMM #: FILE #:
WRITTEN BY....: #19 BYRON VAUTIER DATE: 05/06/96
TOTAL-LINES: 0229

SIGNIFICANT FEATURES	ACCEPTABLE MINIMUMS	MAKE.: HENKE MODEL: 36R-10 OTHER:	MAKE.: FLINK MODEL: FSP10MA38 OTHER: TN OR PA
NOTE: SPECIFICATIONS FOR		FOR MOUNTING ON A 33,000 GVWR	DUMP TRUCK
MOLDBOARD AND CUTTING EDGE:	10 FEET X 36 INCHES	YES	YES

PC LINE 1 COL 19

Start GroupWise 4.1a A.MODEL_5 SESSI... Notify 11:35 AM

E5

Requisition for Purchase (P1)

=====

REQUISITION FOR PURCHASE

=====

STATE OF TENNESSEE

=====

FROM:

DEPARTMENT OF SAFETY
MOTOR VEHICLE REGISTRATION
225 EZELL PIKE
NASHVILLE TN 37217

REQ. NO : 1026966
DATE : 08/17/95
FY : 96
DATE REQD : 00/00/00
TYPE REQ : P1
BUYER PHONE : (615) 741-1801
KATHY TOWNES

SHIP TO ADDRESS:

DEPARTMENT OF SAFETY
TITLE AND REGISTRATION DIVISION
44 VANTAGE WAY
NASHVILLE TN 37218

BILL TO ADDRESS:

DEPARTMENT OF SAFETY
TITLING AND REGISTRATION WHSE
TN TOWER/1ST FLOOR
312 EIGHTH AVENUE NORTH
NASHVILLE TN 37243

=====

LN	CHG	FD	OBJ	AGCY	DEPT	DIV	C/C	PROJ	SUB	GRANT	SUB	LINE	NUMBER	AMOUNT
NO.	NO.		OBJ						PROJ	GRANT	GRANT	FROM	TO	
01	00		090		349	11	110					00000	00000	8000.00

=====

=====

LINE	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	ESTIMATED PRICE
NO.				

=====

00001	COMMODITY CODE : 605-42-000000	40.00	EA	200.00
	NUMBERING MACHINES, MULTIPLE MOVEMENT			
	8-WHEEL MODEL, CAPABLE OF CONSECUTIVE,			8000.00
	REPEAT, DUPLICATE AND TRIPLICATE			
	NUMBERING. METAL FRAME WITH SMOOTH			
	PLASTIC HANDLE, SELF-INKING PAD,			
	3/16" NUMBERS AND ROMAN STYLE			

ACCEPTABLE BRANDS/MODELS:
REINER MODEL 320, COSCO MODEL C78, OR
EQUAL.

BRAND/MODEL BID:

ESTIMATED REQ AMOUNT \$ 8000.00

=====

APPROVED FOR FUNDS NOT TO EXCEED THE
TOTAL ESTIMATED COST SHOWN HEREON:

NAME	TITLE
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=====

E7 - 1

E6


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=====
REQUISITION FOR PURCHASE                NUMBER: 1026966        PAGE:    2
=====
LINE                                     ESTIMATED
NO.   COMMODITY/SERVICE DESCRIPTION    QUANTITY  UNIT      PRICE
=====
```

REQUISITION NOTES:

TO: BUYER
 FROM: KATHY TOWNES
 DATE: JUNE 20, 1995
 SUBJECT: REQ. FOR NUMBERING MACHINES

TH TITLE AND REGISTRATION DIVISION HAS BEEN IN THE PROCESS OF
 BRINGING COUNTY COURT CLERK OFFICES ON LINE TO PRINT TITLES IN THEIR
 OFFICES IN ORDER TO PROCESS TITLES IN A MORE TIMELY MANNER. THIS
 PROCESS IS NOW READY FOR APPLICATION.

IT IS NECESSARY TO FURNISH THE COUNTIES COMING ON LINE WITH A
 NUMBERING MACHINE TO STAMP TITLE NUMBERS ON VARIOUS DOCUMENTS FOR THIS
 APPLICATION. ALSO, A PORTION OF THESE MACHINES ARE NEEDED BY THE
 AUDIT TEAMS WORKING WITH THE COUNTIES. WE ARE REQUESTING A "SOON
 AS POSSIBLE" CLOSING OF THIS REQUISITION AS THE COUNTIES ARE IN
 IMMEDIATE NEED OF THIS ITEM.

TWO ACCEPTABLE BRANDS AND MODELS ARE:
 REINER -MODEL 320
 COSCO - MODEL C78

THANK YOU FOR YOUR ATTENTION TO THIS REQUEST.

E7 - 2

Requisition for Purchase (P1)

E6

Agency Purchase Order

AGENCY PURCHASE ORDER				STATE OF TENNESSEE				DATE PRINTED 06/22/95		ORDER NUMBER 5286971	
DEPARTMENT OF CONSERVATION											
BILL TO: DEPARTMENT OF CONSERVATION PICKETT STATE PARK BOX 174 JAMESTOWN TN 38556						ALL TERMS AND CONDITIONS IN THE INVITATION TO BID ARE PART OF THIS ORDER, AS IF FULLY REPRODUCED HEREIN.					
						ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: BILLY GLEN SMITH (615)587-7046					
VENDOR NAME, STREET, CITY, STATE, ZIP CODE NATIONAL LINEN SERVICE PO BOX 50083 KNOXVILLE TN 37950-0083						SHIP FOB DESTINATION TO: (UNLESS OTHERWISE SPECIFIED BELOW) DEPARTMENT OF CONSERVATION PICKETT STATE PARK BOX 174 JAMESTOWN TN 38556					
						CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) BILLY G. SMITH (615)879-5821					
VENDOR NO. 580364900-03		AWARD CODE B	SOLIC CODE	BUYER CODE 1	COMPL CODE	TOPS REQ NUMBER	AGENCY REQ NUMBER	SOLICIT NUMBER	CONTRACT NUMBER	REQUISITIONING AGENCY: 32712R EXEC DEPT NOT FOUND DEPARTMENT OF CONSERVATION	
PROMPT PAYMENT TERMS NONE			DELIVERY TERMS/FOB POINT NONE			VENDOR REFERENCE NUMBER			TOTAL AMOUNT OF ORDER \$ 204.14		
DESTINATION											
LINE NO.	COMMODITY/SERVICE DESCRIPTION					QUANTITY	UNIT	UNIT PRICE		EXTENDED AMOUNT	
00001	COMMODITY CODE: 969-03-000000 DRAPERY AND UPHOLSTERY CLEANING AND REPAIR SERVICE (OFF SITE)					1	JB	204.14		\$ 204.14	
APPROVED: _____ BY: _____ DATE: _____ DIRECTOR OF PURCHASING											

E8

E7

Department of General Services
Purchasing Division
3rd Floor William R. Snodgrass Bldg. 312 Eighth Avenue North., Nashville, TN 37243-0557
Telephone: (615) 741-3333 Fax: (615) 532-8795

Order Cancellation/Change

Please complete this form in its entirety. Use one form per request.

Entire Cancellation: YES / NO

Partial Decrease: YES / NO

Order Number: _____

Order Status: _____

Tops Agency Number: _____

Allotment Code: _____

Fund: _____

Agcy. Object: _____

Maj/Min Object Code: _____

Cost Center: _____

Contact Person: _____

Phone: _____

Line number(s) to be changed.

Line Number:	OQTY Balance:	Amount:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
		Total _____

Has a payment been processed against this order? YES / NO

Amount Paid: _____

Explanation of Cancellation or Partial Decrease request:

If additional space is needed, use the back of this form.

Signature _____

Date _____

Department & Division Name _____

In order for cancellation/changes to process, TOPS approvals must be met. Please inform your approvers of this request.

REVISED 05/99

GS 1003

Order Cancellation Form E8

Vendor Compliant Screens

A:MODEL_5 SESSION (WAN3270.WSC)

File Edit Transfer Config Window Utilities Help

ENTER FUNCTION: _ TRANS: UCOM

VENDOR COMPLAINTS TABLE #1
KEY IS VENDOR NUMBER AND COMPLAINT NUMBER

VENDOR NUMBER: 620449182 00 : SOUTHERN WOODENWARE

COMPLAINT	DATE	S/C	TITLE
00001	05/17/93	2	LINERS-RECY TOO THIN, HAVE TO
00002	12/02/93	2	LINERS NOT 3MM AS SPECIFIED
00003	01/28/94	2	DELIVERY WRONG MERCHANDISE
00004	03/04/94	2	DELIVERY SHORT 19 CS SINGLE
00005	06/09/94	2	NON-DELIVERY OF ORDER
00006	06/20/94	2	640 52 006245 CUPS, MEDICINE,
00007	06/21/94	2	100 04 014878 HAS NOT SHIPPED
00008	06/22/94	2	TISSUE ORDERED/ NOT RECEIVED
00009	06/22/94	9	PADS NOT RECIVED REMAINING
00010	08/05/94	2	TOILET TISSUE ORDERED NOT
00011	08/17/94	2	NON-DELIVERY OF ORDER
00012	08/30/94	2	DELIVERY, FOOD TRAYS
00013	10/12/94	2	640 52 011454 NAPKINS-SHORT
00014	10/19/94	2	NON-DELIVERY

PC LINE 1 COL 18

Start GroupWise 4.1a A:MODEL_5 SE... Notify HiJaak PRO 1:48 PM

A:MODEL_5 SESSION (WAN3270.WSC)

File Edit Transfer Config Window Utilities Help

ENTER FUNCTION: _ TRANS: UCO2

VENDOR COMPLAINTS TABLE #2
KEY IS VENDOR NUMBER AND COMPLAINT NUMBER

VENDOR NUMBER.....: 621243973 00 : B & W CANDY & TOBACCO CO

COMPLAINT NO.....: 00001 NOTES EXIST: Y

TITLE LINE 1.....: NONDELIVERY OF CIGARETTES

TITLE LINE 2.....: PER SWC

STATUS CODE.....: 2 : RESOLVED STATUS CHG DATE:

COMPLAINT AGENCY....: 329410 : WEST TENNESSEE HIGH SECURITY FACL 10/19/93

COMPLAINT DATE.....: 10/05/93

DATE RECEIVED.....: 10/05/93 APPROX PRICE...: 1193.40

ORDER NUMBER.....: 3690060 LAST USER ID...: BRIT

CONTRACT NUMBER....: 4008734 LAST CHG DATE...: 10/19/93

DOCUMENT TYPE.....: SWC : STATEWIDE TERM CONTR CLASS/SUBCLASS.: 660 03

COMPLAINT CODE.....: 1 : DELIVERY

SEVERITY CODE.....: 03 : MAJOR

RESOLUTION AGENCY...: 32110 : DEPARTMENT OF GENERAL SERVICES

BUYER ASSIGNED.....: 33 : ROBERT MOORE DATE: 10/19/93

RESOLUTION CODE.....: 08 : OTHER (SEE EXPLANATION URES)

RESOLUTION DATE....: 10/18/93 RESPONSE REQD DATE..:

PC LINE 1 COL 19

Start GroupWise 4.1a A:MODEL_5 SESSI... Notify 11:37 AM

```
A.MODEL_5 SESSION (WAN3270.WSC)
File Edit Transfer Config Window Utilities Help
ENTER FUNCTION: _ TRANS: UC03

VENDOR COMPLAINTS TABLE #3
KEY IS VENDOR NUMBER AND COMPLAINT NUMBER

VENDOR NUMBER.....: 621243973 00 : B & W CANDY & TOBACCO CO
COMPLAINT NO.....: 00001
TITLE LINE 1.....: NONDELIVERY OF CIGARETTES
TITLE LINE 2.....: PER SWC

AGENCY CONTACT.....: FRANK SMITH
AGENCY PHONE.....: 901 - 738 - 5044 - 212
VENDOR CONTACT.....: AARON WATTS
VENDOR PHONE.....: 800 - 843 - 4604 -
COMPLAINANT NAME...: FRANK SMITH
COMPLAINANT TITLE..: PROCUREMENT OFFICER
COMPLAINT AGENCY...: WEST TENNESSEE HIGH SECURITY FACL
COMPLAINT SUB-AGCY.: WEST TENNESSEE HIGH SECURITY

PC LINE 1 COL 18
Start GroupWise 4.1a A.MODEL_5 ... Notify HiJaak PRO 11:37 AM
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A.MODEL_5 SESSION (WAN3270.WSC)
File Edit Transfer Config Window Utilities Help
ENTER FUNCTION: GET TRANS: UCTX

VENDOR COMPLAINT TABLE : KEY IS VENDOR NUMBER AND COMPLAINT NUMBER

VENDOR NUMBER.....: 621243973 00 COMPLAINT NUMBER...: 00001
VENDOR NAME 1.....: B & W CANDY & TOBACCO CO
COMPLAINT AGENCY...: 329410 : WEST TENNESSEE HIGH SECURITY F
STATUS CODE.....: 2 : RESOLVED
SCROLL ACTION.....: T LINE NUMBER: LINE TOTAL: 0017

-----1-----2-----3-----4-----5-----6-----7
10-5-93 FRANK SMITH

ON THE QQTY SCREEN, THE ESTIMATED DATE OF DELIVERY WAS 9-29-93, AS OF
THIS DATE WE HAVE NOT RECEIVED THE ITEMS ORDERED.

WE HAVE CALLED THE VENDOR ON THE FOLLOWING DATES:
9-28-93
9-30-93
10-4-93

PC LINE 1 COL 18
Start GroupWise 4.1a A.MODEL_5 ... Notify HiJaak PRO 11:37 AM
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Vendor Compliant Screens

E9

Date 06/30/2005

Vendor #
Vendor Name
Vendor Address
City, State, Zip Code

The state agency listed below has issued a complaint regarding the purchase order and /or contract listed below. A **written** response concerning this complaint must be forwarded to the Purchasing Division within fourteen (14) days. Attn: Complaint Supervisor

Complaint No.	:	00005	
Title	:	Vendor did not Show up to clean building (example)	
Complaining Agency	:	501010 :	Department of General Services
Complaint Date	:	06/29/05	
Order Number	:	:	
Contract Number	:	4016936:	Janitorial Services/SWC 800
Class/Subclass	:	928 44 :	Janitorial and/or Custodial Services
			Contract basis
Complaint Code and Description	:	6 Vendor Performance	
Agency Contact :	John Doe	:	Phone : 615-741-0000 0000

Explanation of Complaint

Cc 57013 Comptroller OfficeVendor has not cleaned building since June 20, 2005. Contract specifications state that the vendor will clean 2 days per week. The vendor has not reported for work for the last 3 scheduled cleanings. Attempts were made to contact Mr. John Smith on June 27, 2005 via phone and fax. Vendor did not respond to communication attempts.

A **written** response must be received in the Purchasing Division by the response due date. Failure to respond to this complaint or any unreasonable length of time required for correction or resolution of same may result in cancellation of the order or contract and/or removal from the qualified vendor list.

Sincerely,

Complaint Supervisor

Gs-0041

Vendor Complaint Letter
Exhibit9

**OBJECT CODES
KEY TO APPROVING AUTHORITY CODES**

<u>Code</u>	<u>Approving Authority</u>
A	F&A, Administrative Division
B	F&A, Facilities Management (Architectural Services)
C	F&A, Budget Division
D	F&A, Facilities Management (Real Property Management)
E	F&A, Office for Information Resources (OIR)
F	F&A, Administrative Division, Contract Office
G	Publications Committee (GS, Systems and Records Management Division) Items covered by Statutes and rules. For forms see Code U below.
H	F&A, OIR, Office of Communications (Charges for installation and additions to systems <u>not</u> normal monthly bills).
L	GS, Printing Division
P	Department of Personnel, Administrative Division
Q	Department of Personnel, Training Division
U	Public Records Commission/Paperwork Management, (GS, Systems and Records Management Division) Items covered by statutes and rules - includes forms.
V	Board of Claims

**STATE OF TENNESSEE ACCOUNTING AND REPORTING SYSTEM
(STARS)
OBJECT CODE LISTING**

PERSONAL SERVICES AND BENEFITS

01 Personal Services

Payments of salaries and wages to employees for time worked or leave taken.

- 010 Regular Salaries and Wages – Compensation of all full-time employees for actual time worked (exclude all longevity, leave time and overtime).
- 011 Part-Time Salaries and Wages – Compensation of all part-time employees for actual time worked (exclude any longevity, leave time and overtime). Includes per diem paid to members of boards and commissions.
- 012 Longevity Salaries and Wages – Compensation based on years of service.
- 013 Other Salaries and Wages – Compensation for actual time worked other than regular, part-time, longevity, leave or overtime (e.g., employee payments for teaching during off-duty hours).
- 014 Overtime – Cost of overtime paid at straight or premium rates.
- 015 Paid Annual Leave – Cost of annual leave taken during a pay period (include terminal leave).
- 016 Paid Sick Leave – Cost of sick leave on account of employee illness, disability, or medical and dental appointments taken during a pay period (this includes illness or death in employee's immediate family). This includes the sick leave payments due to employee death.
- 017 Paid Holidays – Cost of holiday pay during a pay period.
- 018 Paid Other Leave – Includes cost of all other leave such as jury duty, military leave, educational leave, three days bereavement leave given for a death in employee's immediate family, etc.
- 019 Intradepartmental Salary Distribution – This object is to be used to redistribute salary costs to others by journal voucher. Both the debit and credit should be charged to this object. Charges for payroll costs of employees who transfer to a different department should use the normal payroll object code.

E10

Employee Benefits

- 02** State's share of payments to others for the benefit of employees.
- 020 Retirement – Cost of State's contribution for retirement.
- 021 FICA – Cost of State's contribution for FICA.
- 022 Group Insurance – Cost of State's contribution for group insurance.
- 023 Unemployment Compensation – Cost to State for state unemployment benefits.
- 024 Medicare FICA – The cost of State's contribution for Medicare FICA.
- 025 Sick Bank Donations – The charge to the departments for employees donating to the sick leave bank.
- 026 401K Match – The charge against the departmental budget for the State share of the 401K match.
- 027 Housing Maintenance - The charge against the departmental budget for employees residing in state owned housing.
- 029 Intradepartmental Employee Benefit Distribution – This object code is to be used to redistribute employee benefit costs to others by journal voucher. Both the debit and credit should be charged to this object. Costs for benefits of employees that transfer to a different department should use the normal payroll object codes.

OTHER EXPENSES

03 Travel

This object code includes the cost of travel and subsistence of State employees or prospective employees. Destination should determine if charge is made to in-state or out-of-state codes. Charges for the use of State-owned vehicles should also be made to this code.

- 030 In-State Mileage – Cost of mileage for in-state travel in personal vehicles.
- 031 In-State Commercial Transportation – Cost of in-state commercial transportation (airplane, bus, train, taxi, limousine, etc.). Rental of passenger vehicles while on approved in-state travel.
- 032 In-State Subsistence – Cost of in-state lodging and meals.
- 034 Travel Per Diem Cost – Includes cost of per diem paid to cover travel expenses.

E10

- 037 State-Owned Vehicle Mileage or Flat-Rate Charges – Cost of charges for State-owned vehicles (motor pool billings or billings by other State agencies at mileage rates or flat charge rates).
- 038 Moving Charges – All costs of moving an employee from one location to another (includes mileage, lodging and meals).
- 039 Other – All miscellaneous costs connected with in-state travel, including rent of military aircraft, parking, registration, check-in fees, tolls, group lunches, coffee, doughnuts, including the rental of military aircraft for out-of-state travel, etc.
- 03A Out-of-State Transportation - Cost of all out-of-state transportation (car, airplane, bus, train, taxi, etc.).
- 03B Out-of-State Subsistence - Cost of out-of-state lodging and meals.
- 03C Out-of-State Incidentals - Other costs incurred in connection with out-of-state travel.

04 Printing, Duplicating and Film Processing

This object code includes the cost of all printed materials, duplicating costs, optical scanner charges and film processing charges.

- 040 Printing by State Agencies – Includes the cost of printing pages, envelopes, letterheads, forms, etc., by State agencies.
- 041 Printing by Non-State Agencies – Includes the cost of printing tags, envelopes, letterheads, forms, business cards, etc., by non-State agencies.
- 042 Duplicating – Includes all costs relating to duplicating or copying, including rental and/or maintenance of the equipment, supplies, copy paper, etc.
- 043 Film Processing.
- 044 Printing of Publications by State Agencies – Includes the cost of printing brochures, budget documents, directories, flyers, handbooks, leaflets, magazines, newsletters, planning documents, studies, etc., by State agencies.
- 045 Printing of Publications by Non-State Agencies – Includes the cost of printing brochures, budget documents, directories, flyers, handbooks, leaflets, magazines, newsletters, planning documents, studies, etc., by non-State agencies.
- 049 Other – Includes cost of photos made by both State and non-State agencies and other miscellaneous items not included above.

E10

05 Utilities and Fuel

This object code includes the cost of utilities such as electricity, water, sewage and heating fuel. Telephone expenses should be charged to 06.

- 050 Electricity – Cost of electricity for any purpose.
- 051 Water and Sewage – Cost of water and sewage services.
- 052 Heating Fuel – Cost of gas, oil, coal, etc., used for heating purposes (excluding electricity).
- 053 Garbage Pickup – Cost of garbage pickup and disposal.
- 058 Penalties on Utility Bills – Includes discounts lost or fees added for late payment.
- 059 Other – Cost of other utilities and fuel except telephone and telegraph.

06 Communications and Shipping Costs

This object code includes all communication costs, such as telephone, telegraph, and postage, as well as certain freight and shipping charges described below.

- 060 Telephone and Telegraph – All telephone and telegraph expenses including WATS lines, telephone installation charges, etc. that are paid directly to the vendor by the department. (Interdepartmental telephone system charges are classified as object code 253.)
- 061 Postal Charges – Cost of postage and related items such as box rentals.
- 062 Freight and Express Charges – Freight and express charges not included in cost of merchandise, including the costs of handling between departments.
- 063 Pagers - Charges paid directly to the vendor by the department. (Interdepartmental charges for pagers are to be classified as object code 253.)
- 064 Cellular Telephone - Charges paid directly to the vendor by the department. (Interdepartmental charges for cellular telephone are to be classified as object code 253.)
- 069 Other

07 Maintenance, Repairs and Services Performed By Others

This object code includes the cost of maintenance performed or repairs made by commercial firms or another State agency. Repairs to motorized equipment should be charged to object 11. Also, all supplies, materials or equipment purchased for use in performing maintenance or repairs should be charged to another object code as appropriate (09, 15, etc.). Replacements for defective equipment parts, such as electric motors, should be included in this object.

E10

- 070 Maintenance of Office Equipment by State Agencies – Cost of routine repairs and maintenance of typewriters, adding machines, etc., by another State agency.
- 071 Maintenance of Office Equipment by Non-State Agencies – Cost of routine repairs and maintenance of typewriters, adding machines, etc., by agencies not a part of State government.
- 072 Maintenance of Plant Equipment – Cost of maintaining or routine servicing of machinery and operating equipment, e.g., maintenance of a printing press.
- 073 Maintenance of Engineering, Laboratory and Scientific Equipment – Cost of adjusting and repairing technical equipment.
- 074 Maintenance of Data Processing Equipment – Maintenance of all data processing equipment, including keypunch, computers, etc.
- 075 Maintenance and Servicing of Buildings by State Agencies – Cost of upkeep and maintenance of buildings and facilities by another State agency.
- 076 Maintenance and Servicing of Building by Non-State Agencies – Cost of upkeep and maintenance of buildings and facilities by non-State agencies, including linen and towel service, janitorial service, fire protection, pest control, security protection and elevator service.
- 077 Maintenance of Grounds by State Agencies – Cost of upkeep of grounds by another State agency.
- 078 Maintenance of Grounds by Non-State Agencies – Cost of upkeep of grounds, including grass cutting, fertilizer, etc.
- 079 Other

08 Professional and Administrative Services – Third Parties

This object code includes the expenditures for professional and administrative services rendered by persons employed by a non-State agency as well as expenditures for professional associations, dues and subscriptions. (See object 25x for services rendered by another State agency).

- 082 Data Processing Services by Non-State Agencies – Cost of data processing services rendered by a non-State agency.
- 083 Consulting Services – Professional services rendered by non-State employees, including architects, accountants, auditors and engineers but excluding medical, legal and advertising services described below.
- 084 Medical Services – Cost of medical services rendered by non-State employees.
- 085 Legal Services – Cost of legal services by non-State employees.
- 086 Advertising Services – Cost of advertising, including notices to the general public for any purpose.
- 087 Dues and Subscriptions – Cost of professional dues, periodicals, journals, etc.
- 089 Other – Includes court costs, appraisal fees, honorariums, notary costs, paper shredding services, and moving expense for office relocation.
- 08A Travel by Non-State Employees - Travel costs paid to non-state employees (limited to only those cases where the employee is paid for professional services out of object code 08).

09 Supplies and Office Furniture

This object code includes all supplies, materials and minor equipment which are consumed by the procurer or which have a useful life expectancy of less than three years or which are of small value (less than \$5,000) and are subject to loss. This category includes office furniture costing less than \$5,000.

- 090 Office Supplies and Office Furniture– Includes the cost of such supplies as bond paper, folders, pencils, chairs, file cabinets, open office landscaping and other items necessary for the proper operation of an office.
- 091 Training Supplies – Includes the cost of supplies ordinarily used for classroom or general education purposes, such as examination papers, visual aids, books, specimens, etc.
- 092 Medical, Dental, Laboratory and Scientific – Includes the cost of all items such as bandages, gauze, corks, braces, general dental and optical supplies, glass tubes, cylinders, instruments, tools and various other scientific and engineering supplies or minor equipment.
- 093 Food – Includes the cost of all items of food for persons.

E10

- 094 Janitorial and Maintenance Supplies – Includes the cost of all supplies required in the maintenance, operation and repair of buildings and grounds, such as brooms, mops, brushes, buckets, soap, cleaning solvents, washers, faucets, light bulbs and fuses.
- 095 Operational Supplies – Includes the cost of those items necessary for operation of an agency, which are not covered in another category. Examples are dishes, silverware, paper cups, household articles, hand tools, mattresses, etc., for an institution; supplies for the print shop; recreational equipment for an institution; barber and beauty supplies, etc.
- 096 Data Processing Supplies – Includes the cost of supplies used in data processing (e.g., cartridges, continuous forms, etc.) and computer software not being capitalized as equipment.
- 097 Agricultural Supplies – Includes the cost of all food, medical supplies, etc., used for livestock, animals and poultry. Also, includes the cost of all plants, seeds, bulbs, fertilizers, etc., used for farming.
- 098 Highway Supplies – Includes asphalt, road oil, concrete, sand, stone, culverts, etc.
- 099 Sensitive Minor Equipment (less than \$5,000) – Includes sensitive items such as computers, external computer peripherals, weapons, etc., as determined by the State Personal Property Section.

10 Rentals and Insurance

- 100 Rent or lease of buildings or property from State agencies. Payments to other State agencies for use of buildings or property.
- 101 Rent or Lease of Buildings from Non-State Agencies – Payments to non-State agencies for the occupancy of buildings for office space, storage, etc.
- 102 Rent or Lease of Land from Non-State Agencies – Payments for the use of land, for example, agricultural, recreational and other purposes, including easements.
- 103 Rent or Lease of Data Processing Equipment – Payments for the use of data processing equipment to non-state agencies.
- 104 Rent or Lease of Equipment – Payments for the use of equipment, including alarm systems but excluding data processing equipment. Note that copying equipment should be 042. Also, include rental or lease of passenger vehicles.
- 105 Insurance payments or premiums made to non-State agencies.
- 106 Insurance payments to other State agencies.
- 107 Surety bond premiums.
- 109 Other, including film rentals, etc.

E10

11 Motor Vehicle Operation

Includes all expenditures for the operation and maintenance of motorized equipment, including automobiles, trucks, tractors, heavy road machinery, fire fighting equipment, airplanes, boats, lawn mowers and various other motors used for operating sawmills, generators, etc.

- 110 Motor Fuel, Oil and Lubricants – Cost of gasoline, diesel fuel, kerosene, oil and lubricants for all purposes.
- 111 Tires and Tubes – Cost of tires and tubes for all purposes.
- 112 Accessories and Parts – Cost of accessories and parts not included in cost of repairs.
- 113 Repairs by State Agency – Includes cost of parts installed and labor charges by a State agency.
- 114 Repairs by Non-State Agency – Includes cost of parts installed and labor charges by a non-State agency.
- 115 Motor Vehicle Maintenance and Operational Supplies from State Agencies – Includes cost of gas, oil and other vehicular maintenance and operating supplies furnished by one State agency to another.
- 119 Other – Includes cost of titles, license plates, etc.

12 Awards and Indemnities

- 120 Awards or Allowances to Residents of State Institutions – Awards or allowances for special duties, incentive programs, etc.
- 121 Awards to Employees – Includes cost of all awards recognizing meritorious service by employees, service pins, certificates, etc.
- 122 Miscellaneous Awards – Includes cost of rewards and awards to the general public in recognition of special services rendered to the State.
- 123 Death Claims – Any sum paid by the State in connection with a death claim for which the State is held responsible.
- 124 Personal Injury Claims (Non-State Employees) – Any sum paid by the State in connection with a personal injury to a non-State employee for which the State is held responsible.

- 125 Personal Injury Claims (Employees) – Any sum paid by the State in connection with a personal injury to a State employee for which the State is held responsible.
- 126 Property Damage Claims (Non-State Employees) – Any sum paid by the State in connection with damage to property of a non-State employee for which the State is held responsible.
- 127 Property Damage Claims (Employees) – Any sum paid by the State in connection with damage to property of a State employee for which the State is held responsible.
- 129 Other.

13 Grants and Subsidies

- 130 Grants and Subsidies to Other State Agencies – Payments of grants and subsidies by one State agency to another.
- 131 Grants and subsidies to counties.
- 132 Grants and subsidies to cities.
- 133 Grants and subsidies to school districts.
- 134 Grants or Payments to Other Organizations – Includes payments to associations, commissions, clinics, hospitals or institutions. (This category does not include payments to the above organizations on behalf of specific individuals--these items should be coded as 136.)
- 135 Payments for inpatient hospitalization.
- 136 Grants or Payments to or for Individuals - Includes payments to vendors and organizations for specific individuals.
- 137 Payments for in-service training costs sponsored by the State for State employees. Includes tuition, enrollment fees, registration fees, consumable supplies, materials, etc. (Travel related to the training is to be changed to object 03.)
- 138 Payments for out-service training costs for employees sponsored by an external vendor, including all universities and colleges that are open to the general public. Includes tuition, enrollment fees, registration fees, consumable supplies, materials, etc. (Travel related to the training is to be charged to object 03.)

139 Other including payments to Federal Government.

14 Unclassified Expenses

140 Unclassified – this code is to be used only after all other objects have been found inapplicable. Clearance from the Division of Accounts is to be obtained prior to its use.

142 Payment of interest under the Prompt Payment Act.

15 Items for Resale, Reissue or Manufacture

150 Items for Resale – Cost of all items purchased for commissaries, snack bars, cafeteria and restaurants.

151 Items for Manufacture – Includes all goods purchased for manufacture of a product to be sold.

152 Items for Reissue – Includes items to be kept in inventory and issued to users as needed.

16 Equipment

Equipment consists of machinery, implements, tools, furniture, livestock, vehicles and other apparatus with a unit cost of \$5,000 or more, with a minimum useful life expectancy of three years, which does not lose its identity when used for the purpose intended. Freight charges and installation costs should be included as cost of equipment.

160 Office Equipment – Cost of all articles of furniture and equipment necessary to an office. This includes the cost of desks, tables, chairs, carpets, rugs, filing cases, copying equipment and all other office equipment.

161 Operational Equipment – Includes the cost of equipment necessary for the operation of an agency, institution or hospital which is not covered elsewhere; for example, two-way radios, data processing equipment, printing presses, dressers, bedsteads, stoves, cooking utensils and other furniture and equipment for institutions.

162 Educational and Recreational Equipment – This includes all equipment used in the educational plant, such as desks, chairs and tables. It also includes the cost of all gymnasium apparatus and other equipment used in schools, parks, playgrounds or other recreational centers. This classification does not include equipment purchased for laboratory use, which should be classified as medical, dental, laboratory and scientific equipment.

E10

- 163 Medical, Dental, Laboratory and Scientific Equipment – This includes the cost of all instruments, tools, operating tables and other equipment used in the treatment of patients, equipment for laboratory purposes in a hospital or educational institution and all other scientific or engineering equipment.
- 164 Motor Vehicles – This includes the cost of all automobiles, trucks, motorcycles and other vehicles, which require registration with the Department of Revenue, Division of Motor Vehicle Tax.
- 165 Machinery and Tools – This includes the cost of such items of equipment as heavy road machinery, tools and farm machinery which are not classified as office equipment, motor vehicle or operational equipment which do not require registration with the Department of Revenue, Division of Motor Vehicle Tax.
- 166 Livestock and Poultry – This classification includes the cost of all horses, cattle, poultry, swine and other domestic animals except those used for experimental purposes in laboratories.
- 168 Sets of Reference Books, Specimens and Collections – This classification includes the cost of all sets of reference books, laboratory specimens and collections purchased for educational, research and reference purposes which fulfill the general definition of equipment in terms of cost and useful life.
- 169 Other – This code is to be used for the cost of all equipment not otherwise classified.
- 17 Land**
This object includes all purchases of land made by the State for the erection of buildings, storage, right-of-way, game preserves, forests, State parks, and other uses.
- 170 Purchase of land for building sites.
- 171 Purchase of land for storage.
- 172 Purchase of Land for Right-of-Way – To include cost of land for highways, utilities and other rights-of-way.
- 173 Purchase of Land for Recreational Purposes – Includes cost of land for parks, forests, game preserves and historic sites.
- 179 Other.

18 Buildings

This object includes all building costs, including purchases, construction, improvements and renovation.

180 Purchase of Buildings – Cost of buildings for occupancy purposes. (Include cost of land in object 170.)

181 Construction of Buildings – Includes cost of new construction and additions.

182 Building improvements and renovation if it exceeds \$5,000 and meets the criteria for capitalization.

183 Equipment that becomes part of Real Property – This includes any equipment that is permanently attached to real property and is considered part of that property.

189 Amortization of Buildings Costs – For Employment Security use only.

19 Lost Discounts

190 Lost Discounts – The amount of all discounts lost by the State; use object code 058 for discounts lost on utility bills.

20 Highway Construction and Improvements Other Than Buildings

This object code includes all new construction of highways and bridges, and all improvements to land of a permanent nature other than buildings.

200 Construction of Highway and Bridges – Payments to local governments.

201 Construction of Highways and Buildings – Payments to contractors.

202 Improvements Other Than Buildings – Cost of improvements such as streets, roads, bridges, tunnels, walks, walls, pavements, outdoor swimming pools, golf courses, landscaping, utility distribution systems. (Does not include the construction of highways.)

209 Other.

25 Professional Services Provided by Other State Agencies

This object includes the cost of professional and administrative services rendered by another State agency.

250 Data processing Services - Cost of data processing services provided by Finance and Administration, Office of Information Resources.

- 251 POST Billing - Interdepartmental charges for using the General Services' equipment inventory system, Property Of the State of Tennessee (POST).
- 252 STARS Billing - Interdepartmental charges for using Finance and Administration, Division of Account's accounting system, State of Tennessee Accounting and Reporting System (STARS).
- 253 Telephone Billing - Interdepartmental charges for telecommunications and LAN/WAN node fees billed by Finance and Administration, Division of Billing Services.
- 254 Payroll Billing - Interdepartmental charges for processing payroll by Finance and Administration, Division of Accounts.
- 255 State Audit Billing - Interdepartmental charges for auditing services provided by the Comptroller's Division of State Audit.
- 256 Space Planning Services Billing- Interdepartmental charges for office and space design billed by Finance and Administration, Division of Capital Projects/Real Property Management.
- 257 Records Management Billing - Interdepartmental charges for archive storage and records management provided by General Services, Division of Records Management.
- 258 Lock Box Billing - Interdepartmental charges for remittance processing services provided by the Department of Revenue.
- 259 TOPS Billing- Interdepartmental charges for using General Services' purchasing system, Tennessee On-line Purchasing System (TOPS).
- 25A SEIS and Merit Billing - Interdepartmental charges for Department of Personnel's State Employee Information System (SEIS) as well as other services provided by Personnel for examinations, recruitment, etc.
- 25C Cook-Chill Administrative Billings - Interdepartmental charges for administrative costs of General Services' Comprehensive Food Services Division.
- 25D Attorney General Billings - Interdepartmental charges for legal services provided by the Attorney General's office.
- 25E Secretary of State Administrative Judges Billing - Interdepartmental charges for services provided by the Secretary of State's Administrative Judges.

E10

- 25F Boiler and Elevator Inspection Billing - Interdepartmental charges for boiler and elevator inspections performed by a state agency.
- 25G TBI Fingerprint Cards Billing - Interdepartmental charges for researching fingerprint records of potential employees, etc.
- 25H Agency Internal Administrative Costs - Reallocation of charges for administrative and fiscal services within a department.
- 25J Agency Internal Systems Costs - Reallocation of charges for information system management functions within a department.
- 25K Fund 15 Equipment Replacement Billing - Interdepartmental charges for fund 15 equipment replacement billed by Finance and Administration, Office of Information Resources
- 25M Agency Laboratory Services - Interdepartmental charges for laboratory services provided by a state run laboratory.
- 25Z Other - Any other charges for professional or administrative services performed by a State agency that are not specifically identified elsewhere.

DEBT SERVICE

This series of object codes includes the payment of principal and interest on bonds and notes approved for issuance by the State Funding Board, as well as the fees for acting as trustee or paying agent on such obligations.

31 Retirement of Debt

- 310 Bond Principal
- 311 Note Principal

32 Interest on Debt

- 320 Bond Interest
- 321 Note Interest
- 322 Commercial Paper Interest

33 Trustee or Paying Agent Fees

- 330 Trustee or Paying Agent Fees
- 331 Bond and Note Issuance Cost
- 332 Loss on Bond Refunding

OTHER

The following series of codes should be used only at the direction of Finance and Administration, Division of Accounts.

51 Depreciation

- 510 Depreciation costs for equipment or vehicles.
- 511 Depreciation for Department of Transportation reallocation.

52 Loss on Disposal

- 521 Loss on Disposal of Equipment

===== REQUISITION FOR PURCHASE

STATE OF TENNESSEE
=====

FROM:

MENTAL HEALTH/MENTAL RETARDATION
LAKESHORE MENTAL HEALTH INSTITUTE
5908 LYONS VIEW DRIVE
KNOXVILLE TN 37919

REQ. NO : 1026636
DATE : 06/26/95
FY : 96
DATE REQD : 00/00/00
TYPE REQ : P1A
BUYER PHONE : (615) 584-1561-7607
BOB FERGUSON

SHIP TO ADDRESS:

MENTAL HEALTH/MENTAL RETARDATION
LAKESHORE MENTAL HEALTH INSTITUTE
5908 LYONS VIEW DRIVE
KNOXVILLE TN 37919

BILL TO ADDRESS:

MENTAL HEALTH/MENTAL RETARDATION
LAKESHORE MENTAL HEALTH INSTITUTE
5908 LYONS VIEW DRIVE
KNOXVILLE TN 37919

=====
LN CHG FD OBJ AGCY DEPT DIV C/C PROJ SUB GRANT SUB LINE NUMBER AMOUNT
NO. NO. OBJ PROJ GRANT FROM TO
01 00 071 352 339 10 206 00000 00000 2000.00
=====

=====
LINE COMMODITY/SERVICE DESCRIPTION QUANTITY UNIT ESTIMATED
NO. PRICE
=====

00005 COMMODITY CODE : 971-03-024486 28.00 EA 51.00
DATA RECORDERS DATA CARD MODEL 5000DER)
ONE (1) INSPECTION PER YEAR 28 UNITS 1428.00
INSPECTION TO BE AT REQUEST OF AGENCY
SPECIFICATIONS ATTACHED

=====
ESTIMATED REQ AMOUNT \$ 1428.00
=====

APPROVED FOR FUNDS NOT TO EXCEED THE
TOTAL ESTIMATED COST SHOWN HEREON:

NAME TITLE
=====

E11 - 1

Request for Agency Term Contract (P1A)

E11

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=====
REQUISITION FOR PURCHASE                NUMBER: 1026636        PAGE:    2
=====
LINE                                     ESTIMATED
NO.   COMMODITY/SERVICE DESCRIPTION      QUANTITY  UNIT      PRICE
=====
```

REQUISITION NOTES:

AGENCY CONTRACT IS REQUESTED TO FURNISH A MAINTENANCE CONTRACT TO
SERVICE ADDRESSOGRAPH MACHINES AS LISTED.

CONTRACT IS TO RUN FROM 9/1/95 THRU 8/31/96.

TOTAL AMOUNT OF CONTRACT NOT TO EXCEED 2000.00.

CONTRACT ON P.O. NO. 4011556 DATED 9/21/94, REQ. NO. 1022301 WITH
TAYLOR IMPRESSIONS INC. CURRENTLY EXISTS.

E11 - 2

- 1 MAINTENANCE SERVICE SHALL CONSIST OF CLEANING, OILING, ADJUSTING, REPLACING PARTS WHEN NEEDED.


COST OF PLATENS, REPLACEMENT OF PLATENS AND ALL OTHER PARTS REQUIRED TO BE INCLUDED IN THE BID PRICE AND TO BE REPLACED AT NO CHARGE.

ALL LABOR, TRAVEL EXPENSE, ETC TO BE MADE AT NO EXTRA CHARGE TO THE STATE.

ALL EMERGENCY SERVICE CALLS BETWEEN INSPECTIONS SHALL BE MADE AT NO ADDITIONAL CHARGE.

VENDOR SHALL PERFORM ALL SERVICE CALLS WITHIN EIGHT (8) WORKING HOURS AFTER AGENCY REQUEST AND MUST BE PERFORMED DURING NORMAL HOURS (8:00 A.M. - 3:30 P. M.). THE STATE WILL NOT PAY OVERTIME.

INSPECTION SHALL BE MADE ONE (1) TIME PER YEAR ON MODEL 5000) THE INSPECTION TIME ON MODEL 5000 WILL BE AT THE REQUEST OF LAKESHORE MENTAL HEALTH INSTITUTE.

AGENCY CONTRACT AWARD STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION		NUMBER : 4009636 BUYER : BILL AMONETT PH: 741-4916 BUYER PHONE : (615)741-4916 SWC NUMBER : A1763 DATE ISSUED : 01/13/94 VENDOR NUMBER : 621282918-00 VENDOR PHONE : - FEIN/SSN : 621282918 REQ AGENCY : 316300 OBION FORKED DEER BASIN AUTH AGENCY REQ NO. : TOPS REQ NO. : 1019037 FISCAL YEAR : 94 EFFECTIVE DATE : 01/01/94 EXPIRATION DATE : 12/31/94												
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> ELLIS CONSTRUCTION CO., INC. RT 1 BOX 249, RICE RD MCKENZIE TN 38201- </div>														
BREAKWATER REPLACEMENTS SPRING CREEK & MOSS CREEK 4														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1. ORDERING PERIOD:</td> <td>CONTRACT BEGIN ORDERING PERIOD DATE IS: 01/01/94 CONTRACT END ORDERING PERIOD DATE IS: 12/31/94</td> </tr> <tr> <td>2. F.O.B. POINT:</td> <td>DESTINATION</td> </tr> <tr> <td>3. DELIVERY:</td> <td>DELIVERY WILL BE MADE WITHIN: UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN: YES</td> </tr> <tr> <td>4. PROMPT PAYMENT TERMS:</td> <td>PROMPT PAYMENT TERMS ARE: N/A</td> </tr> <tr> <td>5. BID REFERENCE NO.:</td> <td>YOUR BID REFERENCE NUMBER IS: N/A</td> </tr> <tr> <td>6. AWARDED LINES:</td> <td>YOU WERE AWARDED 00008 LINES FROM THE SOLICITATION NUMBER 2017320. THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.</td> </tr> </table>			1. ORDERING PERIOD:	CONTRACT BEGIN ORDERING PERIOD DATE IS: 01/01/94 CONTRACT END ORDERING PERIOD DATE IS: 12/31/94	2. F.O.B. POINT:	DESTINATION	3. DELIVERY:	DELIVERY WILL BE MADE WITHIN: UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN: YES	4. PROMPT PAYMENT TERMS:	PROMPT PAYMENT TERMS ARE: N/A	5. BID REFERENCE NO.:	YOUR BID REFERENCE NUMBER IS: N/A	6. AWARDED LINES:	YOU WERE AWARDED 00008 LINES FROM THE SOLICITATION NUMBER 2017320. THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
1. ORDERING PERIOD:	CONTRACT BEGIN ORDERING PERIOD DATE IS: 01/01/94 CONTRACT END ORDERING PERIOD DATE IS: 12/31/94													
2. F.O.B. POINT:	DESTINATION													
3. DELIVERY:	DELIVERY WILL BE MADE WITHIN: UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN: YES													
4. PROMPT PAYMENT TERMS:	PROMPT PAYMENT TERMS ARE: N/A													
5. BID REFERENCE NO.:	YOUR BID REFERENCE NUMBER IS: N/A													
6. AWARDED LINES:	YOU WERE AWARDED 00008 LINES FROM THE SOLICITATION NUMBER 2017320. THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.													
ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION 2017320 INCLUDING ANY AMENDMENTS THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN.														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">APPROVED: _____</td> <td style="width: 20%;">BY: _____</td> <td style="width: 20%; text-align: center;">*** ORIGINAL SIGNED ***</td> <td style="width: 20%; text-align: right;">DATE _____</td> </tr> <tr> <td style="font-size: small;">DIRECTOR OF PURCHASING</td> <td></td> <td></td> <td></td> </tr> </table>			APPROVED: _____	BY: _____	*** ORIGINAL SIGNED ***	DATE _____	DIRECTOR OF PURCHASING							
APPROVED: _____	BY: _____	*** ORIGINAL SIGNED ***	DATE _____											
DIRECTOR OF PURCHASING														

E12 - 1

FORM XXXXX

Agency Term Contract (ATC)

E12

PRICE SHEET		AGENCY CONTRACT		
BIDDER : ELLIS CONSTRUCTION CO., INC.		NUMBER : 4009636	PAGE	
		SWC NUMBER : A1763	2	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED ELSEWHERE, SHIP TO: OBION FORKED DEER BASIN AUTHORITY OBION-FORKED DEER BASIN AUTHORITY LOWELL THOMAS STATE BLDG SUITE 305 A BOX 34 JACKSON TN 38301			
00001	COMMODITY CODE: 142-23-018113 GRADING & RIP RAP FOR BREAKWATER SPRING CREEK-HENDERSON COUNTY BID PRICE PER LINEAR FOOT -	L FT	\$ 47.80000	N/A
00002	COMMODITY CODE: 142-23-018115 GRADING & SODDING SPRING CREEK-HENDERSON COUNTY BID PRICE PER SQUARE YARD -	YD2	\$ 5.00000	N/A
00003	COMMODITY CODE: 142-23-018116 GRADING, SEED & MULCH SPRING CREEK - HENDERSON COUNTY BID PRICE PER ACRE -	A	\$ 1500.00000	N/A
00004	COMMODITY CODE: 142-23-018117 GRADING & TEMPORARY SEEDING SPRING CREEK-HENDERSON COUNTY BID PRICE PER ACRE -	A	\$ 100.00000	N/A
00005	COMMODITY CODE: 142-23-018113 GRADING & RIP RAP FOR BREAKWATER MOSS CREEK 4-CARROLL COUNTY BID PRICE PER LINEAR FOOT -	L FT	\$ 43.00000	N/A
00006	COMMODITY CODE: 142-23-018115 GRADING & SODDING MOSS CREEK 4- CARROLL COUNTY BID PRICE PER SQUARE YARD -	YD2	\$ 5.00000	N/A
00007	COMMODITY CODE: 142-23-018116 GRADING, SEED & MULCH MOSS CREEK 4 - CARROLL COUNTY BID PRICE PER ACRE -	A	\$ 1500.00000	N/A
00008	COMMODITY CODE: 142-23-018117 GRADING & TEMPORARY SEEDING MOSS CREEK 4-CARROLL COUNTY BID PRICE PER ACRE -	A	\$ 100.00000	N/A

E12 - 2

Exhibit 12

CONTRACT RELEASE ORDER

STATE OF TENNESSEE
SPECIAL NEEDS FACILITY

DATE PRINTED	ORDER NUMBER
05/18/95	5259690

BILL TO: SPECIAL NEEDS FACILITY SPECIAL NEEDS FACILITY 7575 COCKRILL BEND IND RD NASHVILLE TN 37209-1057	ALL TERMS AND CONDITIONS IN THE INVITATION TO BID ARE PART OF THIS ORDER, AS IF FULLY REPRODUCED HEREIN.
	ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: LEWIS BAILEY (615)350-2715

VENDOR NAME, STREET, CITY, STATE, ZIP CODE ROBERT ORR SYSCO P.O.BOX 305137 NASHVILLE TN 37230	SHIP FOB DESTINATION TO: (UNLESS OTHERWISE SPECIFIED BELOW) SPECIAL NEEDS FACILITY SPECIAL NEEDS FACILITY 7575 COCKRILL BEND IND RD NASHVILLE TN 37209-1057
	CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) LEWIS BAILEY (615)350-2715 EXT. CC13

VENDOR NO. 620464045-00	AWARD CODE A	SOLIC CODE	BUYER CODE 38	COMPL CODE	TOPS REQ NUMBER	AGENCY REQ NUMBER 3762	SOLICIT NUMBER	CONTRACT NUMBER 4012326	REQUISITIONING AGENCY: 529460 EXEC DEPT NOT FOUND SPECIAL NEEDS FACILITY
----------------------------	--------------------	---------------	---------------------	---------------	--------------------	------------------------------	-------------------	-------------------------------	--

PROMPT PAYMENT TERMS NONE	DELIVERY TERMS/FOB POINT 21 DAYS ARO DESTINATION	VENDOR REFERENCE NUMBER	TOTAL AMOUNT OF ORDER \$ 831.75
------------------------------	--	-------------------------	------------------------------------

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
00001	COMMODITY CODE: 240-47-004854 CONTRACT LINE: 00032 BRAND NAME: MAX/CC13/3762 MODEL NUMBER: 332F-C1 THIS LINE IS FOR ORDERING 1 TO 99 CASES FLATWARE, KITS, POLYPROPYLENE PLASTIC WITH SALT AND PEPPER 250 SETS PER CASE	75	CS	11.09	\$ 831.75

APPROVED: _____ DIRECTOR OF PURCHASING	BY: _____ DATE
--	--------------------------

E13

Contract Release Order (P4C)


E13

STATE OF TENNESSEE										DATE PRINTED 07/27/94		ORDER NUMBER 5018904	
STATE PURCHASE ORDER										DEPARTMENT OF GENERAL SERVICES			
BILL TO: OBION FORKED DEER BASIN AUTHORITY OBION-FORKED DEER BASIN AUTHORITY LOWELL THOMAS STATE BLDG SUITE 305 A BOX 34 JACKSON TN 38301-0261										ALL TERMS AND CONDITIONS IN THE INVITATION TO BID ARE PART OF THIS ORDER, AS IF FULLY REPRODUCED HEREIN.			
										ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: BILL AMONETT PH: 741-4916 (615)741-4916			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE NASHVILLE TENT & Awn CO 1301 HERMAN ST. NASHVILLE TN 37208										SHIP FOB DESTINATION TO: <small>(UNLESS OTHERWISE SPECIFIED BELOW)</small> OBION FORKED DEER BASIN AUTHORITY OBION-FORKED DEER BASIN AUTHORITY LOWELL THOMAS STATE BLDG SUITE 305 A BOX 34 JACKSON TN 38301-0264			
										CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) SUSAN L. WALKER (901)423-5755			
VENDOR NO. 620441157-00		AWARD CODE F	SOLIC CODE Q	BUYER CODE 97	COMPL CODE F	TOPS REQ NUMBER 1021982	AGENCY REQ NUMBER	SOLICIT NUMBER 2020385	CONTRACT NUMBER	REQUISITIONING AGENCY: 316300 EXEC DEPT NOT FOUND OBION FORKED DEER BASIN AUTHORITY			
PROMPT PAYMENT TERMS NONE			DELIVERY TERMS/FOB POINT 14 DAYS ARO DESTINATION				VENDOR REFERENCE NUMBER			TOTAL AMOUNT OF ORDER \$ 3696.00			
LINE NO.	COMMODITY/SERVICE DESCRIPTION						QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT			
00001	COMMODITY CODE: 928-08-000000 TENT, RENT OF 60' X 100', TO IN- CLUDE TABLES AND CHAIRS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. *** NOTATION TO VENDOR *** DIMENISIONS OF TENT TO BE 60' X 120' AS PER BID. COLOR OF TENT TO BE "BLUE & WHITE", SINCE "ORANGE & WHITE" IS UNAVAILABLE.						1	JOB	3696.00	\$ 3696.00			
APPROVED: _____ BY: *** ORIGINAL SIGNED *** <small>DIRECTOR OF PURCHASING</small> <small>DATE</small>													

E14

State Purchase Order

E14

DPA FROM BID STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION		NUMBER : 4011129 BUYER : BYRON VAUTIER PH:741-1833 BUYER PHONE : (615)741-1833 SWC NUMBER : N/A DATE ISSUED : 07/26/94 REQ AGENCY : 321060 DEPARTMENT OF GENERAL SERVICE AGENCY REQ NO. : 002 TOPS REQ NO. : 1021372 FISCAL YEAR : 95 EFFECTIVE DATE : 07/01/94 EXPIRATION DATE : 06/30/95 MAXIMUM AMOUNT : \$ 150000.00
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 60%;"> DEPARTMENT OF GENERAL SERVICES MOTOR VEHICLE MANAGEMENT 910 EIGHTH AVENUE NORTH NASHVILLE TN 37219- </div>		
AGENCY DPA/BID: REPAIR PARTS, LABOR & MODIFICATION FOR E.R.F EQUIPMENT		
1. ORDERING PERIOD: DELEGATION EFFECTIVE ON THIS DATE: 07/01/94 DELEGATION EXPIRES ON THIS DATE: 06/30/95 2. F.O.B. POINT: DESTINATION 3. DELIVERY: DELIVERY WILL BE MADE WITHIN: UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN: NO 4. PROMPT PAYMENT TERMS: PROMPT PAYMENT TERMS ARE: N/A		
<p style="text-align: center;">AGENCY DELEGATED PURCHASE AUTHORITY FROM BID</p> <p>1. SCOPE: This Agency Delegated Purchase Authority from Bid is authorized under the provisions of TCA 12-3-806 to purchase the product or service listed in accordance with TCA 12-3-210. Items now listed or subsequently listed on statewide contract shall not be purchased under this authority.</p> <p>2. PROCEDURES FOR THIS CONTRACT: Purchases under this authority shall be made in accordance with the provisions of Title 12, Chapter 3, Tennessee Code Annotated and the rules promulgated pursuant thereto, Rules of the Department of General Services, Purchasing Division. The Agency shall request bids from bidders who are registered as required by TCA 12-3-701 and listed on the Commodity Bid List furnished by the Central Purchasing Division. Local suppliers should be encouraged to register with Central Purchasing. Preference in the solicitation of bids shall be given to qualified small and minority owned business bidders as required by TCA 12-3-804. The Agency is required to solicit bids in accordance with the bidding policy under the procedures of the Department of General Services, Purchasing Division, Section 12.1. (purchases under \$200.00 do not require bids) These procedures require sealed bids be taken on all purchases of more than \$5,000.00. This sealed bid procedure requires three (3) solicitations be sent to prospective vendors for purchases of up to \$2,000.00, and one additional solicitation per additional \$250.00, with a maximum issuance requirement of fifteen (15) solicitations. The informal or telephone procedure may be utilized on purchases not exceeding \$5,000.00 and requires a minimum of three (3) competitive bids, whenever practical. A written quote shall be obtained in accordance with 11.8.4 of the Purchasing Manual. Agency contracts with delegated purchase authority from bid that were issued for REPAIR may utilize a minimum of three (3) sealed bids where the agency has documented that it is not practical to transport disabled item to potential bidders site or not timely to require potential bidders to schedule site visits. The Agency shall record the bids and issue a Purchase Order (P-4) to the successful vendor.</p> <p>3. PRODUCTS OR SERVICES: Purchases are restricted to commodity(s) shown.</p>		
APPROVED: _____ BY: _____ *** ORIGINAL SIGNED *** <div style="display: flex; justify-content: space-between; font-size: small;"> DIRECTOR OF PURCHASING DATE </div>		

E15 - 1

Direct Purchase Authority from Bid Contract

E15

PRICE SHEET		DPA FROM BID			
BIDDER : DEPARTMENT OF GENERAL SERVICES		NUMBER : 4011129 SWC NUMBER : N/A			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
00005	UNLESS SPECIFIED ELSEWHERE, SHIP TO: DEPARTMENT OF GENERAL SERVICES MOTOR VEHICLE MANAGEMENT 2200 CHARLOTTE AVENUE NASHVILLE TN 37219 CALL 741-1637. COMMODITY CODE: 917-09-029382 REPAIR PARTS, LABOR AND MODIFICATIONS TO MOTORIZED E.R.F. EQUIPMENT	1.000	LT	\$ 150000.00000	\$ 150000.00

E15 - 2

Exhibit 15

===== REQUISITION FOR PURCHASE

STATE OF TENNESSEE
=====

FROM:

DEPARTMENT OF GENERAL SERVICES
PROPERTY UTILIZATION DIVISION
6500 CENTENNIAL BLVD
NASHVILLE TN 37209-1199

REQ. NO : 1025652
DATE : 06/26/95
FY : 96
DATE REQD : 00/00/00
TYPE REQ : P1B
BUYER PHONE : (615) 741-1711
CAROLYN KIMBLE

SHIP TO ADDRESS:

DEPARTMENT OF GENERAL SERVICES
PROPERTY UTILIZATION DIVISION
6500 CENTENNIAL BLVD
NASHVILLE TN 37209-1199

BILL TO ADDRESS:

=====
LN CHG FD OBJ AGCY DEPT DIV C/C PROJ SUB GRANT SUB LINE NUMBER AMOUNT
NO. NO. OBJ PROJ GRANT FROM TO
01 00 095 900 321 04 130 00000 00000 25000.00
=====

=====
LINE COMMODITY/SERVICE DESCRIPTION QUANTITY UNIT ESTIMATED
NO. PRICE
=====
00005 COMMODITY CODE : 971-59-008991 1.00 LT 25000.00
TYPEWRITER REPAIR PARTS / DPA
NO SUPPLIES (I.E. RIBBONS) CAN BE 25000.00
PURCHASED UNDER THIS DPA AUTHORITY
=====

ESTIMATED REQ AMOUNT \$ 25000.00
=====

APPROVED FOR FUNDS NOT TO EXCEED THE
TOTAL ESTIMATED COST SHOWN HEREON:

NAME TITLE
=====

E16 - 1

Direct Purchase Authority from Bid Requisition (P1B)

E16

REQUISITION FOR PURCHASE		NUMBER: 1025652	PAGE: 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT
			ESTIMATED PRICE

REQUISITION NOTES:

12-321.04-1300-095/900-LAST YEAR REQ. NUMBER WAS 1021185
 THIS REQUEST DPA FROM BID IS FOR TYPEWRITER REPAIR PARTS AND SUPPLIES
 THE CONTRACT IS TO BEGIN JULY 1, 1995 AND EXTEND THROUGH JUNE 30, 1996
 NOT TO EXCEED \$25000.00. THE TYPEWRITER REPAIR SECTION MAINTAINS
 APPROXIMATELY THIRTY-THREE HUNDRED MACHINES IN DAVIDSON COUNTY ON A
 YEARLY CONTRACT AGREEMENT. OFFERS REPAIR SERVICE ON TYPEWRITERS
 BROUGHT IN FROM STATE AGENCIES OUTSIDE DAVIDSON COUNTY. REBUILDS AND
 REPAIRS TYPEWRITERS FROM OUR WAREHOUSES FOR RESALE. QUANTITIES AND
 SPECIFIC PARTS ARE NOT KNOWN UNTIL MACHINE IS EXAMINED AND TORN DOWN.
 AFTER EXAMINING THE ELECTRONIC BOARDS SOMETIMES HAS TO BE SENT TO
 THE MANFACTOUR FOR REPAIR.

E16 - 2

STATE OF TENNESSEE										DATE PRINTED 05/25/95	ORDER NUMBER 5268703
AGENCY PURCHASE ORDER										DEPARTMENT OF GENERAL SERVICES	
BILL TO: FACILITIES REVOLVING FUND FACILITIES REVOLVING FUND 312 8TH AVE. NORTH 8TH FL TENNESSEE TOWER NASHVILLE TN 37243-0557					ALL TERMS AND CONDITIONS IN THE INVITATION TO BID ARE PART OF THIS ORDER, AS IF FULLY REPRODUCED HEREIN.						
VENDOR NAME, STREET, CITY, STATE, ZIP CODE ACOUSTI ENGINEERING CO 616 SPACE PARK DRIVE NASHVILLE TN 37211					ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: KELLEY HALE (615)741-9365						
SHIP FOB DESTINATION TO: (UNLESS OTHERWISE SPECIFIED BELOW) DEPARTMENT OF GENERAL SERVICES NASHVILLE/VOLUNTEER PLAZA/CC10004 VOLUNTEER PLAZA 500 JAMES ROBERTSON PKWY NASHVILLE TN 37243-0550					CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) KELLEY DAVIDSON HALE (615)741-9365						
VENDOR NO. 590543535-01	AWARD CODE B	SOLIC CODE	BUYER CODE 25	COMPL CODE	TOPS REQ NUMBER	AGENCY REQ NUMBER TN00613	SOLICIT NUMBER	CONTRACT NUMBER 4012044	REQUISITIONING AGENCY: 321070 EXEC DEPT NOT FOUND DEPARTMENT OF GENERAL SERVICES		
PROMPT PAYMENT TERMS NONE			DELIVERY TERMS/FOB POINT NONE			VENDOR REFERENCE NUMBER		TOTAL AMOUNT OF ORDER \$ 3350.00			
DESTINATION											
LINE NO.	COMMODITY/SERVICE DESCRIPTION					QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT		
00001	COMMODITY CODE: 142-29-025289 RECONFIGURE HARDWALL OFFICE LAYOUT AS PER SPECIFICATIONS					1	LT	3350.00	\$ 3350.00		
APPROVED: <u>GEORGE STREET</u> BY: _____ DIRECTOR OF PURCHASING _____ DATE _____											

E17

Direct Purchase Authority from Bid Purchase Order

E17

TN3270 - EXTRA! Enterprise
 File Edit View Tools Session Options Help

ENTER FUNCTION: TRANS: OBID 01/18/07 10:20:01 AM

RECORD BIDS AGAINST ORDER
 KEY IS ORDER NUMBER AND LINE NUMBER
 ORDER NO...: 8000141 : WTSP-04-2663/3038/3042 TOOLS

QUOTE RECEIVED FROM: BRIAN : CUST SERV : MIKE
 VENDOR: 850225065 00 : 361458720 02 : 620860340 00
 VENDOR NAME: WOODWORKERS SUPP : MCMaster CARR SU : LANDS TRU VALUE
 VENDOR TOTAL: 646.30 : 811.11 : 353.15

LN COMDTY CDE TERMS: NONE : NONE : NONE
 QUANTITY UOM DELVRY: 10 DAYS ARO : 14 DAYS ARO : 14 DAYS ARO

00001	320-37-000000	U/P:	4.90000	:	21.17000	:	12.95000
	3.000 EA	AMT:	14.70	:	63.51	:	38.85
<hr/>							
00002	320-37-000000	U/P:	7.40000	:	12.60000	:	14.95000
	3.000 EA	AMT:	22.20	:	37.80	:	44.85
<hr/>							
00003	320-37-000000	U/P:	8.50000	:	14.55000	:	19.95000
	1.000 EA	AMT:	8.50	:	14.55	:	19.95
<hr/>							

4B : 00.1 01/018

OBID Screen

E18



PUBLICATIONS COMMITTEE
REQUEST FOR PUBLICATION AUTHORIZATION
Department of General Services, Records Management Division
843 Cowan St., Nashville, TN 37243-0555
Tel. (615) 741-1718

1. Title of Publication		2. How Often Printed (See Code No. from list on reverse side)	3. Authorization No.
4. Department/Division		5. Proposed Date of Publication	6. Allotment Code: Funding Source <input type="checkbox"/> State <input type="checkbox"/> Federal
7. Statutory Authority		8. No. of Pages	9. Print <input type="checkbox"/> One side <input type="checkbox"/> Two sides
10. Purpose and Justification (Use separate sheet if necessary)			
11. <input type="checkbox"/> New Job <input type="checkbox"/> Previously Printed: Auth. # _____ Date _____ Quantity _____ Total Cost \$ _____		12. Type of Publication (Select Code No. from list on reverse side)	
13. PAPER	Text Wt. Color		14. <input type="checkbox"/> Black INK <input type="checkbox"/> Other _____
	Cover Wt. Color		
	Page <input type="checkbox"/> 4-1/4 x 5-1/2 <input type="checkbox"/> 8-1/2 x 11 <input type="checkbox"/> 11x 17 Finished Size <input type="checkbox"/> 5-1/2 x 8-1/2 <input type="checkbox"/> 8-1/2 x 14 <input type="checkbox"/> Other _____ Size _____		15. No. of Copies Requested
16. To Be Printed By: <input type="checkbox"/> Central Printing <input type="checkbox"/> Agency Printshop <input type="checkbox"/> Commercial Printer		17. A. How Will Copy Be Prepared? <input type="checkbox"/> Typeset <input type="checkbox"/> Camera Ready B. Who Will Prepare Copy? <input type="checkbox"/> Requesting Agency <input type="checkbox"/> Central Printing <input type="checkbox"/> Other If Other Specify _____ C. Will artwork be required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
18. Bindery	<input type="checkbox"/> Fold <input type="checkbox"/> Trim <input type="checkbox"/> Corner <input type="checkbox"/> Tape Binding <input type="checkbox"/> Drill _____ Holes		
	<input type="checkbox"/> Perforate <input type="checkbox"/> Staples(s) _____ <input type="checkbox"/> Top <input type="checkbox"/> Bind — GBC Plastic <input type="checkbox"/> Collate <input type="checkbox"/> Side <input type="checkbox"/> Saddle <input type="checkbox"/> Bind — Adhesive <input type="checkbox"/> Pad _____ sets shfts. _____		
19. Category of Distribution — (Attach list if necessary)		No. of Copies	20. Estimated Cost:
State Depositories		14	A. Printing _____
			B. Preparation _____
			C. Total Cost _____
			D. Cost Per Copy _____
21. Person Responsible for Publication		Location and Tel. No.	
		22. Important — Attach Layout or Dummy	
The undersigned do certify that the purpose, justification, cost, and preparation requirements are essential and correct for this requested publication. No request will be accepted without the proper signatures.			
PUBLICATIONS LIAISON		AGENCY HEAD	
_____ Signature		_____ Signature	
_____ Date		_____ Date	

FOR RECORDS MANAGEMENT USE ONLY

A. Code _____	B. Sequence No. _____	C. Date Presented to Committee _____	D. Action of Committee _____
E. Committee Comments _____			
F. No of Copies Approved _____		G. No. of Colors Approved _____	H. Approval Total Cost _____
I. Record Status _____		J. Actual Cost _____	

IMPORTANT! SEE INSTRUCTIONS ON BACK

Retain Goldenrod copy for your files. Send the first three (3) copies to the Records Management Division

GS-0539 (Rev. 9-93)

E20

RDA 1911

Publication Authorization Form

E19

FORMS JUSTIFICATION & APPROVAL REQUEST <small>SEE INSTRUCTIONS ON BACK</small>		General Services Records Management Division	
1. Requesting Agency / Division		2. Form Title	
3. RDA No.			
4. Edition: <input type="checkbox"/> New Form <input type="checkbox"/> Revised Form number _____		5. Public Oriented: <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Printer: <input type="checkbox"/> Printing Division <input type="checkbox"/> Agency Printshop <input type="checkbox"/> Outside Vendor		7. Estimated Cost Per Thousand	
8. Usage: <input type="checkbox"/> Temporary <input type="checkbox"/> One-time Only <input type="checkbox"/> Permanent <input type="checkbox"/> Experimental		9. Printed Form Completed By: <input type="checkbox"/> Typewriter <input type="checkbox"/> Computer <input type="checkbox"/> Hand <input type="checkbox"/> Other: _____	
10. Estimated Monthly Usage		11. Quantity Req. to be Printed	
		12. Distribution of Parts	
13. Justification and Purpose of Form (If revised form, describe any benefits to be derived from revision also)			
SPECIFICATIONS			
14. Layout: <input type="checkbox"/> One Side Only <input type="checkbox"/> Two-Sided		15. Number of Parts (NCR)	
16. Number of Pages		17. Ink Color: <input type="checkbox"/> Black <input type="checkbox"/> Other	
18. Size: <input type="checkbox"/> 4 1/2 x 5 1/2 <input type="checkbox"/> 11 x 17 <input type="checkbox"/> 5 1/2 x 8 1/2 <input type="checkbox"/> 8 1/2 x 14 <input type="checkbox"/> 8 1/2 x 11 <input type="checkbox"/> Other: _____		19. Paper Type: <input type="checkbox"/> Bond <input type="checkbox"/> Offset <input type="checkbox"/> Index <input type="checkbox"/> Gummed Paper <input type="checkbox"/> Carbonless <input type="checkbox"/> Parchment <input type="checkbox"/> Other: _____	
		20. Paper Color: <input type="checkbox"/> White <input type="checkbox"/> Goldenrod <input type="checkbox"/> Other <input type="checkbox"/> Canary <input type="checkbox"/> Blue <input type="checkbox"/> Pink <input type="checkbox"/> Green <input type="checkbox"/> Buff	
DISPOSITION			
21. Location of Stock: <input type="checkbox"/> Agency <input type="checkbox"/> Printing Division <input type="checkbox"/> Region Office <input type="checkbox"/> Other: _____		22. Disposition of Revised or Superseded Forms: <input type="checkbox"/> Use <input type="checkbox"/> Dispose of Immediately <input type="checkbox"/> Dispose of When Revision Received	
23. Additional Information			
24. Person Responsible for Form		Location and Telephone No.	
25. I certify that the purpose, justification, and specifications are essential and correct for this requested form.			
Signatures _____ <div style="display: flex; justify-content: space-between;"> Agency Forms Management Officer Date Agency Head Date </div>			
RECORDS MANAGEMENT DIVISION USE ONLY			
26. Approval: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		27. Form Number	
28. Remarks:			
29.			
Signature _____ <div style="display: flex; justify-content: space-between;"> Director, Records Management Division Date </div>			
GS-0540 (Rev. 5-90)		White-Records Management Canary-Printshop Pink-Agency Goldenrod-Agency	
		RDA 1376 (Rev.)	

Forms Justification and Approval Request
E19

Forms Justification and Approval Request

E20

INSPECTION AND APPROVAL FOR DISPOSAL BY DESTRUCTION

- | | |
|---|---|
| 1. Agency and Institution:

_____ | 2. TCC Group:

3. DATE:

4. PAGE: OF |
|---|---|

I have examined the commodities listed below and request approval of their disposal.

_____ DATE	_____ ADMINISTRATOR
I have personally inspected the listed commodities and find them to be unfit for use or human consumption, with total original value of \$_____, and hereby authorize their disposal by destruction.	
_____ DATE	_____ INSPECTOR - Div. of Purchasing
	_____ WITNESS

MAKE SURE ALL COPIES ARE LEGIBLE

CERTIFICATE OF DESTRUCTION The listed commodities have been personally destroyed by the undersigned. The method of destruction was by _____.			
_____ WITNESS		_____	
TITLE _____	DATE _____	TITLE _____	DATE _____

LINE ITEM	TCC NUMBER	DESCRIPTION	UNIT AGE	UNIT PRICE	QTY.	TOTAL

DISTRIBUTION: White - Agency
 Yellow - Central Purchasing
 Pink - Comptroller
 Gold - Inspection



GS-0712 REV. 4-88

Inspection and Approval for Disposal by Destruction (GS-0712)

Revision Six, 11/28/98

Inspection and Approval for Disposal by Destruction

E21



STATE OF TENNESSEE

BOARD OF STANDARDS

Policy on Ethics and Conflicts of Interest

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have received and read the Policy on Ethics and Conflicts of Interest adopted by the Board of Standards. I agree to conform my conduct to the provisions of the policy.

Signature

Date

Name (Please Print)

Title

Agency

Policy of Ethics and Conflicts of Interest

Policy on Ethics and Conflicts of Interest
E22

(c) Unsolicited advertising material of nominal value.

(d) Food, refreshment, and entertainment of nominal value when they are part of the covered individual's participation in an event which bears a relationship to the individual's office and the individual is attending it in an official capacity.

VI. Financial Interests.

(a) No covered individual shall enter into or derive any benefit, directly or indirectly, from any contractual arrangement with the State of Tennessee or any of its agencies. In recognition of the fact that many husbands and wives have separate careers, the normal employment compensation of a spouse whose regular, ongoing employer or business has a contractual arrangement with the State of Tennessee shall not be considered a benefit to the covered individual, provided the contract with the State was procured without any participation, assistance or influence by the covered individual.

(b) Any covered individual who has a direct or indirect financial interest that conflicts substantially, or appears to conflict substantially, with his or her governmental duties or responsibilities, shall disclose the interest to the Commissioner of General Services. Indirect financial interest in this case includes a substantial interest on the part of a parent, spouse, or child of the covered individual.


VII. Use of Information. No covered individual shall, directly or indirectly:

(a) use, disclose, or allow the use of official information which was obtained through or in connection with his or her government employment, and which has not been made available to the general public, for the purpose of furthering the private interest or personal profit of any person, including the member; or

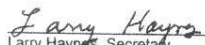
(b) engage in a financial transaction as a result of, or primarily relying upon, information obtained through his or her government employment.

VIII. Use of Government Property. No covered individual shall use the facilities, equipment, personnel, or supplies of the State of Tennessee for other than officially approved activities, except to the extent that they are lawfully available to the general public.

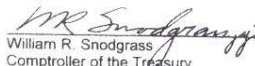
This policy shall become effective on July 6, 1995.


Bob Corker, Chairman
Commissioner of Finance and Administration

7-24-95
Date


Larry Haynes, Secretary
Commissioner of General Services

7-7-95
Date


William R. Snodgrass
Comptroller of the Treasury

8-17-95
Date